



Registration of a Charge

Company name: **ANDOVER LAWN TENNIS CLUB LIMITED**

Company number: **10521924**



X76ZD7JV

Received for Electronic Filing: **29/05/2018**

Details of Charge

Date of creation: **22/05/2018**

Charge code: **1052 1924 0001**

Persons entitled: **LTA OPERATIONS LIMITED**

Brief description: **FREEHOLD PROPERTY AT HATCHERY, UPPER CLATFORD, ANDOVER
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER HP781986
INCLUDING ANY BUILDINGS FACILITY AND EQUIPMENT THEREON
TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY
THEREON.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BWB**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10521924

Charge code: 1052 1924 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2018 and created by ANDOVER LAWN TENNIS CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th May 2018 .

Given at Companies House, Cardiff on 31st May 2018

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

22 MAY 2018

LEGAL CHARGE

of

Land at The Hatchery, Upper Clatford, Andover

Andover Lawn Tennis Club Limited

to

LTA Operations Limited

CERTIFIED

To be a true copy of the original

.....*BWB*.....
Bates Wells & Braithwaite London LLP
Registered OC325522

Dated

29 May 2018



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE

www.bwbllp.com

LAND REGISTRY

200943/0000/303417/Ver.01

LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA : Hampshire : Test Valley
TITLE NUMBER : HP781986
PROPERTY : Land at the Hatchery, Upper Clatford, Andover
FREEHOLD/LEASEHOLD : Freehold
OFFER LETTER DATE : 2 November 2015

THIS LEGAL CHARGE is made the 22 day of MAY 2018

BETWEEN:-

- (1) Andover Lawn Tennis Club Limited (Company Number 10521924) whose registered office is at Era Park, Bawksbury Hill, Upper Clatford, Andover, Hampshire SP11 7LW (the "Chargor")
- (2) LTA Operations Limited (Company Number 07475460) whose registered office is at The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ (the "Chargee")

1. Definitions

In this deed the following expressions have the following meanings:

"Costs" means all costs charges expenses and liabilities paid or incurred by the Chargee directly or indirectly in relation to the security constituted by this deed and/or any such indebtedness and/or liabilities and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) and including without prejudice to the generality of the foregoing all costs in connection with:-

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security
- (b) the contemplation and institution of all proceedings and other action for the payment or discharge of the money and liabilities secured by this deed
- (c) the exercise or contemplated exercise of any power right or discretion conferred by this

deed or by law on the Chargee

(d) any default by the Chargor or any Guarantor

"Covenants"

means the covenants conditions obligations agreements and stipulations affecting the Property contained or referred to in any deed or document referred to in any Schedule to this deed or if the Property is registered at the Land Registry entered on the Registers of Title

"Event of Default"

is as defined in the General Terms and Conditions

"Funding"

means the loan and/or grant referred to in the Offer Letter and any further monies advanced by the Chargee to the Organisation

"General Terms and Conditions"

means the general terms and conditions referred to in the Offer Letter

"Interest"

Interest and charges upon or relating to all such indebtedness liabilities unpaid interest costs until demand at such rate as may have been agreed between the Chargee and the Chargor and in any event from and after demand until full discharge (as well after as before judgment) at the rate specified in the General Terms and Conditions of Loan

"Offer Letter"

means the Chargee's letter dated as set out at the head of this Charge countersigned by the Chargor offering a loan and/or grant subject to the terms and conditions contained or referred to in that letter

"Organisation"

means Andover Lawn Tennis Club Limited

"Other Assets"

means:

- (a) All plant and machinery computers office and other equipment now or in the future belonging to the Chargor and the full benefit of any warranties or maintenance contracts for any of the same;
- (b) All cash book debts and other debts including rents now or in the future due or owing to the Chargor;
- (c) All stocks shares and other securities now or in the future belonging to the Chargor together with all dividends and other rights deriving therefrom;

	<ul style="list-style-type: none"> (d) The goodwill of the Chargor and its uncalled capital for the time being; (e) The benefit of any licences and all patents patent applications inventions trade marks service marks designs and trade names copyright knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Chargor; (f) The benefit of liquor gaming entertainment or other licences enjoyed or held by the Organisation.
"Planning Acts"	means all legislation of whatever nature relating to town and country planning
"Principal Sum"	<p>means the whole of the money outstanding from time to time to Chargee by the Chargor under the terms of this charge including:</p> <ul style="list-style-type: none"> (a) the Funding (b) any moneys advanced by the Chargee under a legal charge ranking pari passu with this deed (c) any further advance made after the date of this deed (d) any interest payable in accordance with the General Terms and Conditions
"Project"	means the project described in the Offer Letter
"Property"	means the property described at the head of this Charge on page 1 and includes any buildings facility and equipment thereon trade and other fixtures, fixed plant and machinery thereon
"Property Rights"	means contracts warranties guarantees insurances and other rights of a non-real property nature relating to the Property and any part of the buildings or assets comprising the Property and the entitlement to the proceeds of the same
"Secured Liabilities"	<p>means:</p> <ul style="list-style-type: none"> (a) the Principal Sum (b) any other indebtedness or liabilities of the

Chargor and/or the Organisation to the Chargee whatsoever present future actual and/or contingent and whether alone or jointly with any other person and in whatever style or name and whether as principal debtor or guarantor

(c) costs.

2. Legal Charge

2.1 The Chargor with full title guarantee charges to the Chargee by way of legal mortgage as a continuing security for the Secured Liabilities:

2.1.1 The Property; and

2.1.2 The Property Rights.

2.2 If the Chargor (or if more than one person one or more of the persons defined as the Chargor) is a company or a corporate entity or has a single legal personality not being an individual, the Chargor also with full title guarantee charges the Other Assets by way of floating security to the extent that such items are not subject to a fixed charge under the terms of this deed as a continuing security for the Secured Liability:

2.3 The security created by this legal charge:-

2.3.1 shall remain in force as continuing security to the Chargee notwithstanding any settlement of account or the existence at any time of a credit balance on any account or any other act, event or matter whatsoever except only the execution by the Chargee as a deed of an absolute and unconditional release hereof or the execution by or on behalf of the Chargee of a receipt for all (and not part only) of the Secured Liabilities; and

2.3.2 shall be in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable; and

2.3.3 without prejudice to the generality of clause 2.3.1, is made inter alia for security further advances under any agreement under which the Secured Liabilities arise.

2.4 The Chargee may convert the floating charge at any time by notice in writing to the Chargor into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charges created by deed shall unless otherwise agreed in writing by the Chargee automatically and without notice immediately be converted into a fixed charge in the event that the Chargor shall create or permit to subsist

any mortgage, charge, pledge, lien other security, interest other than this deed or if any person takes any step to levy any distress attachment execution or other legal process against any of the said property or assets.

3. Chargor's representations and warranties

The Chargor represents and warrants to the Chargee that:

- 3.1 The present use of the Property is a permitted use within the provisions of the Planning Acts;
- 3.2 The Chargor has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made;
- 3.3 The Chargor has complied with environmental law and in particular that no hazardous or toxic materials, substances, pollutants, contaminates or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property;
- 3.4 Neither the execution of this charge nor the creation of any security under it contravenes any of the provisions of the memorandum or articles of association, the rules or other documentation by way of constitution of the Chargor;
- 3.5 The Chargor has full power and authority to create this security and enter into this deed;
- 3.6 The Property and Other Assets charged hereunder are not subject to any prior charge or encumbrance nor are they subject to any negative pledge.

4. Chargor's Covenants

The Chargor covenants with the Chargee as set out below:

- 4.1 To use the Funding in accordance with the Offer Letter only;
- 4.2 The Chargor and the Organisation covenants with the Chargee to pay the Secured Liabilities to the Chargee in accordance with the terms of the Offer Letter;
- 4.3 The Chargor will keep the Property in good and substantial repair and condition and it shall be lawful for the Chargee and its agents or servants at any time or times to enter upon the Property to examine the state and condition and to give or leave notice in writing at the Property of any defects or wants of repair and the Chargor will forthwith after such notice well and sufficiently repair amend and make good accordingly.
- 4.4 The Chargor will
 - 4.4.1 keep the Property insured against loss or damage by such risks normally covered by a comprehensive insurance policy (including architects' and surveyors' fees) to the full reinstatement value of the Property such insurance to be effected in some insurance office or with underwriters to be approved in writing from time to time by the Chargee (such

approval not to be unreasonably withheld) in the joint names of the Chargee and the Chargor;

4.4.2 punctually pay all premiums and other sums of money necessary for effecting and keeping up such insurance immediately upon the same becoming due or within seven days thereafter;

4.4.3 on demand produce to the Chargee for retention by it the policy or policies of such insurance and the receipt for every such payment;

Provided that where the Property is leasehold or there is a prior mortgage or charge any insurance effected and maintained pursuant to the covenants contained in the lease under which the Property is held or such mortgage or charge shall on production by the Chargor to the Chargee of evidence satisfactory to the Chargee of such insurance being in force and the payment of the premiums or other moneys payable in respect thereof be accepted by the Chargee in satisfaction (or part satisfaction to the extent of the cover effected) of this covenant to insure notwithstanding that the Chargor may be unable to deliver or produce the policies or receipts to the Chargee.

4.5 The Chargor will perform and observe the covenants.

4.6 The Chargor covenants to comply with the terms of any lease under which the Chargor holds the Property as follows:-

4.6.1 To pay the rents reserved by and observe and perform all covenants, conditions, agreements or obligations on the part of the Chargor to be observed and performed contained in any such lease;

4.6.2 To keep the Chargee indemnified against all proceedings and claims on account of non-payment of the said rents or of any breach of the said covenants, conditions, agreements and obligations;

4.6.3 All expenses, damages and costs incurred by the Chargee in relation to any such non-payment or breach together with interest shall be payable and charged upon the Property as provided in this deed;

4.6.4 To use best endeavours to ensure observance and performance by the landlord under any such lease of the covenants conditions agreements or obligations on the part of the landlord;

4.6.5 If the Chargor receives any notice under section 146 of the Law of Property Act 1925 or if any proceedings are commenced for forfeiture of any such lease or any superior lease or if the landlord or any superior landlord attempts to re-enter upon the Property or any part of it to give immediate notice in writing to the Chargee and at the request of the Chargee (but at the Chargor's expense) take such steps as the Chargee may require;

4.6.6 If the Chargor receives any other form of notice under or in connection with any such lease to give immediate notice in writing to the Chargee and at the request of the Chargee (but at the Chargor's expense) take such steps as the Chargee may require;

4.6.7 Not without the previous consent of the Chargee to give any notice under or in connection with any such lease;

- 4.6.8 Not without the previous consent of the Chargee in relation to any such lease take any steps to or agree to:
- (a) vary its terms;
 - (b) review or submit to any review of the rents payable under it;
 - (c) surrender, cancel, assign, charge, renew, enfranchise or otherwise dispose of or terminate it;
 - (d) submit to its forfeiture.
- 4.7 If there shall at any time be any default or delay by the Chargor in completing the Project or keeping the Property in such repair and condition as required by this deed or in complying with its obligations in relation to insurance or in observing and performing the Covenants then without thereby becoming a mortgagee in possession the Chargee may complete the Project or may carry out works of repair or may insure the Property for a sum not exceeding the full value thereof or the amount of all such indebtedness and other liabilities secured by this deed (whichever shall be the greater sum) or comply with the Covenants and all moneys expended by the Chargee under this provision shall be deemed to be properly paid by it and shall be a debt owing by the Chargor to the Chargee payable on demand.
- 4.8 The Chargor will not without the previous consent in writing of the Chargee exercise any of the powers of leasing or agreeing to lease or of accepting or agreeing to accept a surrender of a lease vested in or conferred on mortgagors by common law or statute and will not without such consent grant or agree to grant any lease or tenancy of the Property which if granted would or might as between the tenant and the Chargor be valid but not binding upon the Chargee and in addition to the powers of leasing by law conferred on mortgagees the Chargee may after the power of sale has become exercisable and whether or not in possession demise the whole or any part of the Property for any period for less than year or from year to year or for any term of years at such rent and subject to such covenants and conditions and either with or without any fine or premium as it may think fit and upon any such demise may permit the tenant to have the use of any fixtures comprised in this security upon such terms as the Chargee shall think proper and may also accept surrenders of any lease or tenancy of the Property from time to time subsisting upon any terms (including the payment of money) which it may think reasonable and may grant new or other leases of the premises so surrendered.
- 4.9 The Chargor will not without the previous consent in writing of the Chargee otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.
- 4.10 The Chargor will not without the previous consent in writing of the Chargee create any other charge or mortgage over or affecting any part of the Property Provided that it shall be a condition of any such consent that the Chargor will if required by the Chargee obtain at the expense of the Chargor the execution of a Deed of Priorities by any chargee or mortgagee to the intent that this charge and all moneys intended to be hereby secured shall at all times continue to rank as a charge on the Property in priority to or pari passu with such other mortgage or charge.

- 4.11 Where the Property is charged subject to an existing charge or mortgage having priority to this security the Chargor will strictly observe and perform all the obligations imposed therein and in the event of any proceedings being taken to exercise or enforce any powers or remedies conferred by any such charge or mortgage the Chargee may redeem the same or may procure the transfer thereof to itself and may settle and pass the accounts thereof and any accounts so settled and passed shall be conclusive and binding between such prior chargee or mortgagee and the Chargor as between the Chargee and the Chargor and principal moneys interest costs charges and expenses paid or incurred by the Chargee as aforesaid shall be deemed to be moneys properly paid by the Chargee hereunder.
- 4.12 The Chargor will not make or permit to be made any material change in the use of the Property or carry out or permit to be carried out any operation or use the Property for any use which is a development within the provisions of the Planning Acts.
- 4.13 The Chargor will not alter or permit to be altered any existing buildings or structure upon the Property without the previous consent in writing of the Chargee (which it shall be in the absolute discretion of the Chargee either to give unconditionally or subject to any conditions or to refuse).
- 4.14 The Chargor will comply in all respects with the conditions subject to which any permission for development has been or shall be granted in relation to the Property and the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any planning or local authority or any Minister or Court.
- 4.15 The Chargor will maintain any existing licence granted for the sale of alcohol at the Property and obtain such a licence where required and do nothing which would jeopardise the maintenance of such a licence.
- 4.16 The Chargor will cause to be delivered to the Chargee forthwith after receipt a copy of any and every notice served upon the Chargor or the Property or any lessee or tenant thereof.
- 4.17 The Chargor will permit the Chargee or its agents at all reasonable times to enter into and upon the Property to inspect the progress of the Project, the state and condition of the Property and to take or compile schedules of dilapidations and inventories of fixtures and fittings.
- 4.18 The Chargor will comply with the covenants in this clause 4 in relation to the Property Rights and Other Assets to the extent necessary or appropriate or required by the Chargee in order to preserve the same as adequate security under this Charge.

5. Event of Default

The whole of the balance of the Principal Sum then outstanding shall be immediately due and payable by the Chargor to the Chargee together with all other Secured Liabilities:

- 5.1 If there has been any breach or non-performance or non-observance by the Chargor of any of the covenants or provisions on the part of the Chargor to be performed or observed in this deed;
- 5.2 On the occurrence of any of the Events of Default as set out in the General Terms and Conditions;

- 5.3 If any other circumstances arise which may reasonably lead the Chargee to believe that its security might be prejudiced or that the Chargor's obligations to the Chargee under this deed will not be met.

6. Insurance Proceeds

All moneys received from any insurance claim whatsoever whether effected by the Chargor or the Chargee under this deed shall (subject to the provisions of any lease under which the Property is held and/or any prior mortgage) be held by the Chargor in trust for the Chargee and be applied in making good the loss or damage in respect of which the moneys are received or at the absolute discretion of the Chargee in or towards payment of the amount secured by this charge.

7. Consolidation of Security

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 or any act amending or re-enacting the same shall not apply to this security Provided that where the Chargor is expressed to be a trustee this security may only be consolidated with any other security which may be given by the Chargor in the Chargor's capacity as such trustee.

8. No loss for exercise of powers

Neither the Chargee nor any Receiver appointed hereunder shall be liable for any loss howsoever occurring in or about the exercise or execution of any power in respect of this security.

9. Power of Sale arises

Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall arise and be immediately exercisable on the execution of this deed in respect of the whole or any part of the Property without the restriction contained in that Act as to the giving of notice or otherwise.

10. Appointment of Receiver

- 10.1 At any time after the money secured by this deed shall have become payable or an Event of Default has occurred the Chargee may from time to time appoint in writing any person to be the receiver ("the Receiver") of the whole or any part of the Property and the assets charged hereunder and may determine his remuneration and may from time to time remove the Receiver so appointed and appoint another in his place.

- 10.2 Any Receiver appointed by the Chargee shall (unless the Chargee excludes any of such powers at the time of appointment or later) have power in respect of the Property and Other Assets ("the Charged Assets"):

- 10.2.1 To take possession of, collect and get in all Charged Assets and for that purpose to take any proceedings in the name of the Chargor or otherwise;

- 10.2.2 To sell (whether by public auction or private contract or otherwise), lease or vary or surrender leases or accept surrenders of leases of, or concur in selling, leasing, varying or surrendering leases or accepting surrenders of leases of, all or any part on such terms and

- for such consideration (including a consideration consisting wholly or partly of shares or securities of any other chargor) as he may think fit;
- 10.2.3 To give receipts for all money and execute all assurances and things which may be proper or desirable for realizing the assets;
- 10.2.4 To make any arrangement or compromise which he shall think expedient in the interests of the Chargee;
- 10.2.5 To do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of the Charged Assets;
- 10.2.6 Generally to use the name of the Chargor in the exercise of all or any of the powers conferred by this Charge;
- 10.2.7 Employ engage and appoint managers and other employees and professional advisers;
- 10.2.8 To run any business or operation carried on at the Property or forming part of the Charged Assets and continue to use and renew and supplement any licences or other permits in order so to do;
- 10.2.9 In addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do and none of the restrictions imposed by that Act in relation to the giving of notice or otherwise shall apply.
- 10.3 All money received by the Receiver shall be applied by him:
- 10.3.1 In payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 10.3.2 In payment to the Receiver of such remuneration as may be agreed between him and the Chargee at or at any time and from time to time after his appointment;
- 10.3.3 In or towards satisfaction of the amount owing on this security
- and the surplus (if any) shall be paid to the Chargor or other persons entitled to it
- 10.4 Any Receiver appointed hereunder shall as far as the law permits to be the agent of the Chargor and the Chargor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Chargee shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Chargor shall be appointed the Receiver shall act as principal not as agent for the Chargee.
- 10.5 The Chargee shall itself be entitled to do any of the acts and things referred to in clause 10.2 at any time after the moneys hereby secured shall have become payable without appointing a Receiver for that purpose.
- 10.6 The Chargor **HEREBY IRREVOCABLY APPOINTS** the Chargee and (as a separate appointment) any Receiver appointed as aforesaid the Chargor's Attorney for all or any of the purposes of these presents and the Chargor hereby ratifies and confirms and agrees to

ratify and confirm whatsoever the Chargee or any such Receiver shall do or purport to do by virtue of this Clause.

11. Demands and Notices

Any demand or notice hereunder shall be given in writing and may be served either personally or by post. A demand or notice served by post shall be addressed to the Chargor if a person at his address or place of business last known to the Chargee or if a corporation at its registered office and a demand or notice so addressed and posted shall be deemed to have been duly made or given on the day following notwithstanding this it be returned undelivered and notwithstanding the death of the Chargor.

12. Land Registry Restriction

The Chargor agrees to apply or agrees that the Chargee may apply to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property that:-

"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 22 MAY 2018 in favour of the LTA Operations Limited referred to in the charges register or its conveyancer".

13. Interpretation

13.1 If the expression "the Chargor" includes more than one person then

13.1.1 The expression shall mean all or any one of those persons and their respective successors in title and all other estate owners for the time being of the Property;

13.1.2 All obligations of the Chargor shall be joint and several and none of them shall be released from liability hereunder by reason of this charge ceasing to be a continuing security as regards any other or others of them PROVIDED THAT where the Chargor is expressed to be a trustee then covenants on the part of such trustee shall be made so as to bind such trustee as aforesaid and (so far as they can) all the successors in the office of such trustee and the funds and income in their hands in that capacity so far as the same may be available and shall not be deemed to bind affect or concern any other funds or income of such trustee.

13.2 It shall be sufficient for any notice or demand hereunder required or authorised to be served or made on the Chargor to be served or made on any one such person who shall be deemed to receive such notice or demand for himself and as agent for such other person or persons.

IN WITNESS whereof this Legal Charge has been duly executed as a Deed the day and year first above written.

Executed as a deed by)
ANDOVER LAWN TENNIS CLUB LIMITED)
acting by a director and its secretary/two)
directors:)

Director

Director/Secretary

Phil
Wor Blake

