



Registration of a Charge

Company name: **SHEPHERD NEAME LIMITED**

Company number: **00138256**



X8YQ5G60

Received for Electronic Filing: **13/02/2020**

Details of Charge

Date of creation: **07/02/2020**

Charge code: **0013 8256 0009**

Persons entitled: **NEWCREST EBBSFLEET LIMITED**

Brief description: **THE DEVELOPMENT SITE KNOWN AS PARCEL D, CASTLE HILL,
EASTERN QUARRY, EBBSFLEET AND TO BE REGISTERED UNDER TITLE
NUMBER TT86916 - FREEHOLD.**

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: **EDWARD BANNISTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 138256

Charge code: 0013 8256 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2020 and created by SHEPHERD NEAME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2020 .

Given at Companies House, Cardiff on 14th February 2020

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

7 February

2020

Newcrest Ebbsfleet Limited (1)


And

Shepherd Neame Limited (2)

Legal Charge

Over Parcel D, Castle Hill, Eastern Quarry, Ebbsfleet

We hereby certify this to be a true copy
of the original.


William Sturges LLP, Solicitors
Burwood House, 14-16 Caxton Street
London SW1H 0QY

StepienLake

43 Welbeck Street
London
W1G 8DX
DX 44610 Mayfair
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THIS LEGAL CHARGE IS MADE THE 7th DAY OF FEBRUARY 2020

BETWEEN:

(1) **Newcrest Ebbsfleet Limited** incorporated and registered in England and Wales with company number 09973857 whose registered office is at 40 Kimbolton Road, Bedford MK40 2NR (the **Chargee**).

(2) **Shepherd Neame Limited** incorporated and registered in England and Wales with company number 138256 whose registered office is at The Faversham Brewery, 17 Court Street, Faversham, Kent ME13 7AX (the **Chargor**).

1. In this Deed the following terms shall for all purposes of this Deed have the following meanings specified:

Agreement for Sale:

an agreement for sale dated 21 September 2018 made between the Chargor and the Chargee and subsequently varied by a deed dated to day between the same parties and as may be amended or varied from time to time;

Business Day:

any day from Monday to Friday inclusive which is not 24 December, Christmas Day, Good Friday, a statutory bank holiday, a day between Christmas Day and New Year's Day (inclusive) or 2 January;

Expenses:

all properly and reasonably incurred commission, fees, costs, charges and expenses (including in each case any value added tax and all disbursements) which the Chargee or any receiver may charge or incur in relation to the Chargor or this Deed or in relation to the Property or breach of any provision of, and the protection, realisation or enforcement of, this Deed in each case on a full indemnity basis;

Event of Default:

the occurrence of any of the following events:

(a) any failure by the Chargor to pay the Chargee the payments set out in clauses 20.2 and 20.3 of the Agreement for Sale on their due date(s) for payment pursuant to the terms of the Agreement for Sale and any interest which may be due on those payments;

(b) the Chargor commits any material breach of any of the covenants or other provisions of this Deed which is incapable of remedy or which the Chargor

has not remedied within a reasonable period of notice of breach

Property:

the development site known as Parcel D at Castle Hill, Eastern Quarry, Ebbsfleet and to be registered under title number TT86916

Secured Liabilities:

the payments of the Purchase Price (as that sum is defined in the Agreement for Sale) and any interest due thereon and the Expenses and all other money, debts and liabilities which now are or at any time may be or become due, owing or incurred by the Chargor to the Chargee under or in connection with this Deed.

2. The Chargor covenants with the Chargee that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Chargee when the same become due.
3. The Chargor with full title guarantee charges the Property by way of legal mortgage.
4. The Chargor covenants with the Chargee:
 - 4.1 To keep (or procure to be kept) the Property in good and repair and condition (subject to any development the Chargor may intend to carry out on the Property).
 - 4.2 To observe and perform all covenants and conditions to which the Property or the user thereof is now or may hereafter be subjected and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that such covenants, stipulations and conditions have been observed and performed.
 - 4.3 To observe and perform promptly all the requirements and regulations of the local and other competent authorities concerning the Property.
 - 4.4 To consent to the entry of the following restriction on the register of its title to such Property:

"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 [] 2020 in favour of Newcrest Ebbsfleet Limited referred to in the charges register."
 - 4.5 To promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Property.
 - 4.6 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.
 - 4.7 Not to (without the prior written consent of the Chargee such consent not to be unreasonably withheld or delayed):

- (a) create (or permit to subsist) over the Property 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, other than in favour of the Chargee; or
 - (b) sell, convey, transfer or otherwise dispose of the Property (nor confer any licence right or any interest in it); or
 - (c) exercise or agree to exercise any of the powers of leasing and ancillary powers vested in or conferred on the Chargor in possession by common law or by sections 99 and 100 of the Law of Property Act 1925; or
 - (d) create or agree a tenancy of the Property (other than in favour of the Chargee) nor part with or share possession or occupation or agree to do so.
- 5. The security constituted by this Deed shall become enforceable if an Event of Default occurs which is continuing and thereupon, without prejudice to any other rights of the Chargee, the powers of sale under the Law of Property Act 1925 and all other powers of the Chargee shall immediately be exercisable and the Chargee may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit.
- 6. At any time after the security constituted by this Deed becomes enforceable, or at the request of the Chargor, the Chargee may without further notice:
 - (a) appoint a receiver or a receiver and manager of all or any part of the Property (or any substitute, the "**Receiver**"); and
 - (b) (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.
- 7. 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 the Property over which he is appointed and in particular:
 - (a) to sell or dispose of any interest in the Property;
 - (b) to undertake or complete any works of repair, building or development on the Property;
 - (c) to grant or to accept surrenders of any leases or tenancies affecting the Property upon such terms and subject to such conditions as he thinks fit;
 - (d) to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him;

- (e) to exercise all powers provided for in the LPA in the same way as if he had been duly appointed thereunder; and
 - (f) to do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers aforesaid or which he lawfully may or can do as agent for the Chargor.
8. Neither the Chargee 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 Chargee under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.
 9. The Chargor agrees to indemnify the Chargee 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 omitted to be done in the exercise or purported exercise of his powers under the provisions of this Deed or pursuant hereto.
 10. The Chargor shall reimburse the Chargee and any Receiver on demand, on a full indemnity basis, for all costs, charges and expenses (including legal fees) reasonably incurred by the Chargee and/or the Receiver in relation to this Deed or the Property or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's rights under this Deed.
 11. At any time after an Event of Default that is continuing, the Chargor hereby irrevocably appoints the Chargee and (jointly and severally) each and every Receiver of this Deed to be the attorney of the Chargor and in its name and on its behalf and as its act and deed or otherwise to execute any documents or any acts or things which the Chargor is required to do under this Deed but has failed to do. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.
 12. The Chargor covenants with the Chargee and with any Receiver that if required to do so it shall ratify and confirm all transactions entered into by the Chargee and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed.
 13. 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 this Deed becoming enforceable.
 14. The power of sale applies to this Deed free from the restrictions or conditions contained in Section 103 of the LPA.
 15. 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 this Deed.

16. The Chargee's rights and powers arising out of any breach or non-performance of or non-compliance with any covenant agreement or condition herein contained or implied shall not be prejudiced by any delay in enforcing such rights and powers or time being given to the Chargor or any other act done or omitted by the Chargee any which but for this clause might have been deemed a waiver of such breach nor shall any single or partial exercise of any such right or power preclude any further exercise of the same or the exercise of any other right power or remedy available to it.
17. All costs charges and expenses properly incurred hereunder by the Chargee and all other monies properly paid by it in respect of the said costs charges and expenses or otherwise shall be payable by the Chargor and charged on the Property as part of the Secured Liabilities.
18. A written certificate by the Chargee's solicitors as to the Secured Liabilities for the time being due or incurred to the Chargee by the Chargor shall be conclusive evidence in any legal proceedings in the absence of any manifest error appearing on the face thereof.
19. No person dealing with the Chargee or any Receiver shall be concerned to enquire whether the security created by this Deed has become enforceable or whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money remains due on the security created by this Deed or to see to the application of any money paid to the Chargee or to any such Receiver and such dealing shall be deemed to be within the powers conferred by this Deed and the remedy of the Chargor for any irregularity in the exercise of such powers shall be in damages only.
20. The terms of the Agreement for Sale (and any variations thereof) are incorporated in this Deed to the extent required to ensure that any purported disposition of the Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
21. Both parties waive any right of set-off they may have now or at any time in the future in respect of the Secured Liabilities
22.
 - 22.1 Any communication to be made under or in connection with this Deed shall be made in writing.
 - 22.2 The address of each party for any communication or document to be made or delivered under or in connection with this Deed is as set out at the beginning of this Deed or any substitute address, as either party may notify to the other by not less than 5 Business Days' notice.
 - 22.3 Any such communication will be deemed to be given as follows:
 - (a) if personally delivered, at the time of delivery;
 - (b) if by letter, at noon on the second Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities); and

(c) in proving service, it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities.

23. This Deed (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.
24. This Deed may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument.
25. 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 this Deed.
26. This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other, until the Chargee discharges this Deed in writing.
27. If any provisions of this Deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provision shall not be effected or impaired.

IN WITNESS whereof this Deed has been executed by the Chargor and Chargee and is intended to be and is delivered as a deed the day and year first above written.

EXECUTED as a deed by)
Newcrest Ebbsfleet Limited)
in the presence of)

Name of witness (in BLOCK CAPITALS):
Address of witness:

Witness

EXECUTED as a deed by)
Shepherd Neame Limited in the)
presence of)

Name of witness (in BLOCK CAPITALS):
Address of witness:

Witness

126 YEATES DRIVE
KENSLEY, SITTINGBOURNE
KENT ME10 2PW