



Registration of a Charge

Company name: **LONDON DIOCESAN FUND(THE)**

Company number: **00150856**



X6HEUIW8

Received for Electronic Filing: **19/10/2017**

Details of Charge

Date of creation: **19/10/2017**

Charge code: **0015 0856 0073**

Persons entitled: **KINGDOM BANK LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS 17 ST DAVID'S CLOSE, WEMBLEY HA9 9BT REGISTERED AT HMLR UNDER TITLE NUMBER MX425511 AND THE FREEHOLD PROPERTY KNOWN AS 17 AND 18 ST DAVID'S CLOSE, WEMBLEY HA9 9BT REGISTERED AT HMLR UNDER TITLE NUMBER NGL811518.**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

SIMON HALE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 150856

Charge code: 0015 0856 0073

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2017 and created by LONDON DIOCESAN FUND(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2017 .

Given at Companies House, Cardiff on 23rd October 2017

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

LEGAL CHARGE

THIS LEGAL CHARGE is made the 19th day of October 2017
BETWEEN

- (1) **THE PAROCHIAL CHURCH COUNCIL OF THE ECCLESIASTICAL PARISH OF KINGSBURY: ST ANDREW** (charity registration number 1166287) of St Andrew's Vicarage, 28 Old Church Lane, Kingsbury, London NW9 8RZ ('the Borrowers'); and
- (2) **THE LONDON DIOCESAN FUND** (Company Registration number 00150856 and charity registration number 241083) as Diocesan Authority for the Diocese of London of London Diocesan House, 36 Causton Street, London SW1P 4AU under and by virtue of the Parochial Church Councils (Powers) Measure 1956 (and referred to in this Charge as 'the Holding Trustees'); and
- (3) **KINGDOM BANK LIMITED** the registered office of which is at Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6JS and the company registration number of which is 4346834 ('the Bank')

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

In this Charge (unless the context otherwise requires):

- 1.1 'the 1925 Act' means the Law of Property Act 1925;
- 1.2 'the 2011 Act' means the Charities Act 2011;
- 1.3 'Facility Letter' means the facility agreement dated 23 February 2017 and made between the Bank and the Borrowers and any variation amendment or extension thereof or supplement thereto from time to time in force;

Form of charge filed at H M Land Registry under reference MD954B

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- 1.4 'the Premises' means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it which the Borrowers may charge at law or in equity;
- 1.5 'the Secured Sums' means all money and liabilities for the time being due owing or incurred to the Bank by the Borrowers under the terms of the Facility Letter 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 Borrowers' 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; and
- 1.6 the expression 'the Borrowers', where the context so admits, includes the persons for the time being entitled to redeem this security and the expression 'the Bank', where the context so admits, includes its successors in title and assigns.

2 Payment of Secured Sums

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

3 Legal charge

- 3.1 The Holding Trustees, acting at the lawful direction of the Borrowers, with limited title guarantee, charge the Premises to the Bank by way of first legal mortgage as a continuing security for payment of all money covenanted to be paid by the Borrowers under this Charge.

4 Further advances

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

5 Borrowers' covenants

The Borrowers covenant with the Bank to observe and perform the restrictions and obligations set out below.

5.1 Repair

The Borrowers must keep the Premises in a good state of repair and in good working order and condition, and renew and replace the fixtures and fittings about the Premises when they become obsolete, worn out or destroyed.

5.2 Outgoings

The Borrowers 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 Borrowers must permit the Bank 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

The Borrowers 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).

5.5 Compliance with covenants and notices

5.5.1 The Borrowers must observe and perform all covenants, conditions, agreements or obligations on their part to be observed and performed contained in any lease under which the Premises are held by them, and must enforce observance and performance of the landlord's covenants in any such lease.

5.5.2 If the Borrowers receive any notice served under section 146 of the 1925 Act, or any proceedings for forfeiture of their lease or any superior lease are commenced, or the landlord or any superior landlord attempts to re-enter under the provisions of their lease, they must give immediate notice in writing to the Bank and at the request of the Bank, but at the expense of the Borrowers, take such steps as the Bank may require.

5.6 Insurance

The Borrowers must insure, and keep insured, in the joint names of the Borrowers and the Bank, such of the Premises 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 Borrowers must deposit with the Bank every such policy of insurance and the receipt for the latest premium payable under the policy.

5.7 Proceeds from insurance claims

The Borrowers must ensure that all money payable under any insurance in respect of loss or damage to the Premises, 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 Borrowers, 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 Borrowers 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 Borrowers.

5.9 Compliance with Acts of Parliament

The Borrowers must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Premises or any development or the use of them 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.

5.10 Not to create other mortgages

The Borrowers must not create, or permit to subsist, any mortgage, pledge, charge, incumbrance, lien or security interest in the Premises other than this security.

5.11 Not to sell the Premises

The Borrowers must not without the prior written consent of the Bank sell or dispose of the Premises, or any estate or interest in them, or share or part with possession or occupation of them.

5.12 Perfecting security

The Borrowers must execute and do all such assurances and things as the Bank may require for perfecting this security, preserving the Premises, facilitating the realisation of the Premises 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.

5.13 Payment of costs etc

The Borrowers 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 Premises, 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 Borrowers 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. Failing payment of the Secured Sums as and when they become due, or on any other breach of the covenants and conditions on the Borrowers' part contained in this Charge, this

security will become enforceable and the powers conferred on the Bank by the 1925 Act and this Charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise, with respect to the whole or any part of the Premises.

7.2 Appointment of receiver

7.2.1 At any time after this security has become enforceable or if at any time the Premises appear to the Bank to be in danger of being taken in execution by any creditor of the Borrowers 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 Borrowers:

- (a) appoint any person (whether an officer of the Bank or not) to be a receiver of the Premises or any part of them; and
- (b) remove any such receiver whether or not appointing another in his place, and may, at the time of appointment or at any time subsequently, fix the remuneration of any receiver so appointed.

7.2.2 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.

7.2.3 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 he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion:

- (a) to take possession of collect and get in the Premises or any part of them;
- (b) 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;
- (c) 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 Borrowers or otherwise;
- (d) to exercise all the powers conferred on the Borrowers by any statute, deed or contract in respect of any part of the Premises;

- (e) to make any arrangement or compromise in respect of the rights of the Borrowers;
- (f) to appoint, employ or dismiss managers, officers, contractors or agents;
- (g) to raise or borrow money on the security of the Premises, from the Bank or otherwise;
- (h) to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him;
- (i) to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers; and
- (j) to do anything in relation to the Premises that he could do if he were absolutely entitled to them.

The receiver shall in the exercise of his 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.

- 7.2.4 A receiver appointed under this security shall be deemed to be the agent of the Borrowers, and the Borrowers alone shall be responsible for his acts and defaults and his 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 Borrowers, exercise any power a receiver appointed by it could exercise.

7.4 Sale of the Premises

Where the Premises or any part of them are sold by the Bank or any receiver appointed by it they may be sold:

- 7.4.1 together or in parcels;
- 7.4.2 by public auction or private contract; and
- 7.4.3 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:

8.1.1 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;

8.1.2 in payment of the interest remaining unpaid; and

8.1.3 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 Borrowers to receive the full amount to which they 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 Borrowers irrevocably and by way of security appoint the Bank, and any person nominated for the purpose by the Bank in writing under hand by an officer of the Bank (including every receiver appointed by it), severally as attorney of the Borrowers for the Borrowers, 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 Borrowers

covenant 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 for 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 Borrowers have encumbered the Premises, close any account with the Borrowers 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 Borrowers' 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 Borrowers 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 Borrowers to the Bank at the time when it received the notice.

13 Default by the Borrowers

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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers either personally or by post.
- 15.2 A demand or notice by post may be addressed to the Borrowers at their 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 notwithstanding the death of any of the Borrowers.

16 Representation and warranty

The Borrowers represent and warrant to the Bank that:

- 16.1 the execution of this Charge and the observance and performance of its 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;
- 16.3 they have 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; and
- 16.4 to the best of their knowledge no waste or noxious offensive or other dangerous substance has been used disposed of produced stored or deposited under on or in the Premises.

17 Charity

- 17.1 The Premises charged are held by the Holding Trustees in trust for The Parochial Church Council of the Ecclesiastical Parish of Kingsbury: St Andrew, a non-

exempt charity and the Charge is not one falling within Section 124 (9) of the 2011 Act, so that the restrictions imposed by Section 124 of the 2011 Act apply.

- 17.2 The charity trustees of The Parochial Church Council of the Ecclesiastical Parish of Kingsbury: St Andrew, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and they confirm that they have obtained and considered such written advice as required by Section 124 (2) of the 2011 Act.
- 17.3 The liability of the Borrowers is limited to the assets for the time being vested in the Borrowers and shall not impose any personal liability on the Borrowers or any of them or their respective personal representatives estates or effects provided that such limitation shall not apply in the event of any breach of trust fraud or any other criminal act by the Borrowers or any of them.
- 17.4 The Borrowers have caused this Charge to be executed on its behalf in accordance with section 3 of the Parochial Church Councils (Power) Measure 1956.

18 Registered Land

The Borrowers, with the consent of the Holding Trustees, apply 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 *19th October* 2017 in favour of the Bank referred to in the charges register'.

19 Holding Trustees Liability

- 19.1 This Charge is entered into at the request of the Borrowers and the Holding Trustee shall have no liability in contract or tort or otherwise to the Borrowers in respect of this Charge,
- 19.2 The liability of the Holding Trustee and the Borrowers in respect of any obligation under this Charge is to be limited in amount to the realisable value of the assets of the Borrowers (not being permanent endowment or assets held on special

trust) that are for the time being vested with the Holding Trustee and nothing contained in this Charge entitles the Bank to any right or remedy against any assets of the Holding Trustee or against any assets for the time being vested in the Holding Trustee that are or part of the Borrower's Assets.

20 Borrowers' Covenant with the Holding Trustees

The Borrowers hereby covenant jointly and severally with the Holding Trustees that they will indemnify the Holding Trustees from and against all actions proceedings costs claims liabilities expenses losses and other demands arising from or in respect of this Charge.

21 Transfer

This Charge is freely assignable or transferable by the Bank.

22 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 and is intended to be and is delivered on the date first above written

SCHEDULE
The Premises

- (i) All that leasehold property known as 17 St David's Close, Wembley HA9 9BT (and registered at the Land Registry with good leasehold title under Title Number MX425511); and
- (ii) All that freehold property known as 17 and 18 St David's Close, Wembley HA9 9BT (and registered at the Land Registry with title absolute under Title Number NGL811518)

SIGNED as a Deed by
THE REVEREND **

And by **

and **
being duly authorised to sign this Agreement
on behalf of the Church Council
in the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

.....

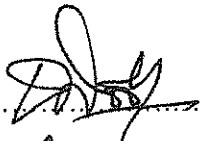
SIGNED as a Deed by

~~THE COMMON SEAL of~~ THE LONDON

DIOCESAN FUND was

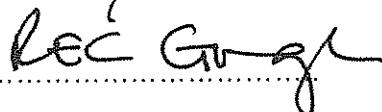
hereunto affixed as a DEED in the presence
of:

DIRECTOR
Member.....



INIGO WOOLF

Secretary.....



RICHARD GOUGH

LEGAL CHARGE

THIS LEGAL CHARGE is made the 19th day of October 2017
BETWEEN

- (1) **THE PAROCHIAL CHURCH COUNCIL OF THE ECCLESIASTICAL PARISH OF KINGSBURY: ST ANDREW** (charity registration number 1166287) of St Andrew's Vicarage, 28 Old Church Lane, Kingsbury, London NW9 8RZ ('the Borrowers'); and
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The Borrowers 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 Borrowers.

5.9 Compliance with Acts of Parliament

The Borrowers must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Premises or any development or the use of them 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.

5.10 Not to create other mortgages

The Borrowers must not create, or permit to subsist, any mortgage, pledge, charge, incumbrance, lien or security interest in the Premises other than this security.

5.11 Not to sell the Premises

The Borrowers must not without the prior written consent of the Bank sell or dispose of the Premises, or any estate or interest in them, or share or part with possession or occupation of them.

5.12 Perfecting security

The Borrowers must execute and do all such assurances and things as the Bank may require for perfecting this security, preserving the Premises, facilitating the realisation of the Premises 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.

5.13 Payment of costs etc

The Borrowers 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 Premises, 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 Borrowers 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. Failing payment of the Secured Sums as and when they become due, or on any other breach of the covenants and conditions on the Borrowers' part contained in this Charge, this

security will become enforceable and the powers conferred on the Bank by the 1925 Act and this Charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise, with respect to the whole or any part of the Premises.

7.2 Appointment of receiver

7.2.1 At any time after this security has become enforceable or if at any time the Premises appear to the Bank to be in danger of being taken in execution by any creditor of the Borrowers 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 Borrowers:

- (a) appoint any person (whether an officer of the Bank or not) to be a receiver of the Premises or any part of them; and
- (b) remove any such receiver whether or not appointing another in his place, and may, at the time of appointment or at any time subsequently, fix the remuneration of any receiver so appointed.

7.2.2 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.

7.2.3 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 he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion:

- (a) to take possession of collect and get in the Premises or any part of them;
- (b) 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;
- (c) 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 Borrowers or otherwise;
- (d) to exercise all the powers conferred on the Borrowers by any statute, deed or contract in respect of any part of the Premises;

- (e) to make any arrangement or compromise in respect of the rights of the Borrowers;
- (f) to appoint, employ or dismiss managers, officers, contractors or agents;
- (g) to raise or borrow money on the security of the Premises, from the Bank or otherwise;
- (h) to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him;
- (i) to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers; and
- (j) to do anything in relation to the Premises that he could do if he were absolutely entitled to them.

The receiver shall in the exercise of his 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.

- 7.2.4 A receiver appointed under this security shall be deemed to be the agent of the Borrowers, and the Borrowers alone shall be responsible for his acts and defaults and his 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 Borrowers, exercise any power a receiver appointed by it could exercise.

7.4 Sale of the Premises

Where the Premises or any part of them are sold by the Bank or any receiver appointed by it they may be sold:

- 7.4.1 together or in parcels;
- 7.4.2 by public auction or private contract; and
- 7.4.3 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:

8.1.1 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;

8.1.2 in payment of the interest remaining unpaid; and

8.1.3 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 Borrowers to receive the full amount to which they 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 Borrowers irrevocably and by way of security appoint the Bank, and any person nominated for the purpose by the Bank in writing under hand by an officer of the Bank (including every receiver appointed by it), severally as attorney of the Borrowers for the Borrowers, 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 Borrowers

covenant 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 for 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 Borrowers have encumbered the Premises, close any account with the Borrowers 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 Borrowers' 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 Borrowers 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 Borrowers to the Bank at the time when it received the notice.

13 Default by the Borrowers

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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers either personally or by post.
- 15.2 A demand or notice by post may be addressed to the Borrowers at their 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 notwithstanding the death of any of the Borrowers.

16 Representation and warranty

The Borrowers represent and warrant to the Bank that:

- 16.1 the execution of this Charge and the observance and performance of its 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;
- 16.3 they have 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; and
- 16.4 to the best of their knowledge no waste or noxious offensive or other dangerous substance has been used disposed of produced stored or deposited under on or in the Premises.

17 Charity

- 17.1 The Premises charged are held by the Holding Trustees in trust for The Parochial Church Council of the Ecclesiastical Parish of Kingsbury: St Andrew, a non-

exempt charity and the Charge is not one falling within Section 124 (9) of the 2011 Act, so that the restrictions imposed by Section 124 of the 2011 Act apply.

- 17.2 The charity trustees of The Parochial Church Council of the Ecclesiastical Parish of Kingsbury: St Andrew, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and they confirm that they have obtained and considered such written advice as required by Section 124 (2) of the 2011 Act.
- 17.3 The liability of the Borrowers is limited to the assets for the time being vested in the Borrowers and shall not impose any personal liability on the Borrowers or any of them or their respective personal representatives estates or effects provided that such limitation shall not apply in the event of any breach of trust fraud or any other criminal act by the Borrowers or any of them.
- 17.4 The Borrowers have caused this Charge to be executed on its behalf in accordance with section 3 of the Parochial Church Councils (Power) Measure 1956.

18 Registered Land

The Borrowers, with the consent of the Holding Trustees, apply 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 *19th October* 2017 in favour of the Bank referred to in the charges register'.

19 Holding Trustees Liability

- 19.1 This Charge is entered into at the request of the Borrowers and the Holding Trustee shall have no liability in contract or tort or otherwise to the Borrowers in respect of this Charge,
- 19.2 The liability of the Holding Trustee and the Borrowers in respect of any obligation under this Charge is to be limited in amount to the realisable value of the assets of the Borrowers (not being permanent endowment or assets held on special

trust) that are for the time being vested with the Holding Trustee and nothing contained in this Charge entitles the Bank to any right or remedy against any assets of the Holding Trustee or against any assets for the time being vested in the Holding Trustee that are or part of the Borrower's Assets.

20 Borrowers' Covenant with the Holding Trustees

The Borrowers hereby covenant jointly and severally with the Holding Trustees that they will indemnify the Holding Trustees from and against all actions proceedings costs claims liabilities expenses losses and other demands arising from or in respect of this Charge.

21 Transfer

This Charge is freely assignable or transferable by the Bank.

22 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 and is intended to be and is delivered on the date first above written

SCHEDULE The Premises

- (i) All that leasehold property known as 17 St David's Close, Wembley HA9 9BT (and registered at the Land Registry with good leasehold title under Title Number MX425511); and
- (ii) All that freehold property known as 17 and 18 St David's Close, Wembley HA9 9BT (and registered at the Land Registry with title absolute under Title Number NGL811518)

SIGNED as a Deed by
THE REVEREND **
JASON RENDELL

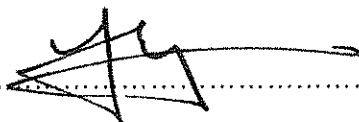


And by **

and **

being duly authorised to sign this Agreement
on behalf of the Church Council
in the presence of:

Signature of witness.....



Name (in BLOCK CAPITALS).....

UNWEDIMB S. WTP. (secretary)

Address.....

203 Kilburn High Road

SELVA & Co.

SOLICITORS

203 KILBURN HIGH ROAD

LONDON NW6 7HT

TEL: 020 7328 3330

LONDON NW6 7HT.

THE COMMON SEAL of THE LONDON

DIOCESAN FUND was

hereunto affixed as a DEED in the presence
of:

Member.....

Secretary.....