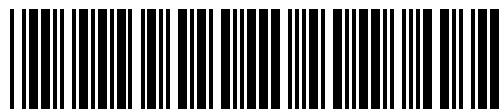




Registration of a Charge

Company Name: **"K" LAUNDRY LIMITED**

Company Number: **00226797**



Received for filing in Electronic Format on the: **26/05/2022**

XB4V35MJ

Details of Charge

Date of creation: **11/05/2022**

Charge code: **0022 6797 0001**

Persons entitled: **CLIVE ROBERT MORROGH JONES
ROBERT MORROGH JONES
CHRISTOPHER CAGNEY
KATHERINE RUMBOLD**

There are more than four persons entitled to the charge.

Brief description: **THE FREEHOLD PROPERTY BEING LAND AT NORTHWOOD ROAD
RAMSGATE KENT CT12 6RR SHOWN MORE PARTICULARLY
DELINEATED IN RED ON THE PLAN ATTACHED TO THIS DEED AND
BEING PART OF THE LAND COMPRISED IN A CONVEYANCE DATED 17
JANUARY 1928 BETWEEN DOMINIC MORROGH AND ROBERT SWAN (1)
"K" LAUNDRY LIMITED (2).**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

RWK GOODMAN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 226797

Charge code: 0022 6797 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2022 and created by "K" LAUNDRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th May 2022 .

Given at Companies House, Cardiff on 27th May 2022

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

11 May

2022

LEGAL CHARGE

between

Clive Robert Morrogh Jones, Robert Morrogh Jones, Christopher Cagneny, Katherine Rumbold, Kevin Greene Sheridan and Robert John Branch Mckechnie Swan

and

"K" Laundry Limited

in respect of

Land at Northwood Road Ramsgate Kent CT12 6RR



Midland Bridge House, Midland Bridge Road, Bath BA2 3FP
T: 01225 730100

THIS DEED is dated

11 May 2022

AND MADE BETWEEN:

- (1) **K" LAUNDRY LIMITED** incorporated and registered in England and Wales with company number 00226797 whose registered office is at "K" Laundry Northwood Ramsgate Kent CT12 6RR ("the Chargor"); and
- (2) **CLIVE ROBERT MORROGH JONES** of [REDACTED], **ROBERT MORROGH JONES** of [REDACTED], **CHRISTOPHER CAGNEY AND KATHERINE RUMBOLD** both of [REDACTED] and [REDACTED], **KEVIN GREENE SHERIDAN** of [REDACTED] **AND ROBERT JOHN BRANCH MCKECHNIE** **SWAN** of [REDACTED] ("the Chargee")

AND WITNESSES:

1. DEFINITIONS AND INTERPRETATIONS

The following definitions and rules of interpretation apply to this Deed.

1925 Act: the Law of Property Act 1925.

Deferred Payment: £300,000 in accordance with clause 3 of the SPA.

Property: the freehold property being land at Northwood Road Ramsgate Kent CT12 6RR shown more particularly delineated in red on the plan attached to this Deed and being part of the land comprised in a conveyance dated 17 January 1928 between Dominic Morrogh and Robert Swan (1) "K" Laundry Limited (2).

Net Assets Adjustment: has the meaning given to it in the SPA.

Secured Liabilities: (1) the Deferred Payment, (2) the Net Assets Adjustment and (3) the Chargor's obligations under the Guarantee and Indemnity of even date and made between the Chargor and the Chargee.

SPA: the share purchase agreement dated 11 May 2022 and made between the Chargee and Belmont Laundry Limited.

2. COVENANTS BY CHARGOR

The Chargor hereby covenants with the Chargee that it will pay perform and discharge the Secured Liabilities in accordance with the SPA as and when the same become due.

3. LEGAL CHARGE

The Chargor with full title guarantee charges to the Chargee the Property by way of legal mortgage with payment, performance and/or discharge of the Secured Liabilities in accordance with the Chargor's obligations from time to time.

4. INSURANCE

4.1. The Borrower shall insure and keep insured the Property against:

- 4.1.1. Loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
- 4.1.2. other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

- 4.1.3. any other risk, perils and contingencies as the Lender may reasonably require.
- 4.2. Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least [three] years, including provision for increases in rent during the period of insurance.
- 4.3. The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 4.1.
- 4.4. The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 4.1 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.
- 4.5. The Borrower shall:
 - 4.5.1. promptly pay all premiums in respect of each Insurance Policy required by clause 4.1 and do all other things necessary to keep that policy in full force and effect; and
 - 4.5.2. (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 4.1.

5. CHARGEES' POWERS

- 5.1. Subject in each case to the provisions of clause 5.2:
 - 5.1.1. section 103 of the 1925 Act shall not apply to this security;
 - 5.1.2. at any time after the money secured by this deed has become due and payable and this security has become enforceable the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the 1925 Act as to the giving of notice or otherwise;
 - 5.1.3. the power of sale conferred upon mortgagees by the 1925 Act shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit;
 - 5.1.4. by way of extension of the powers contained in sections 99 and 100 of the 1925 Act the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum

payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of sections 99 and 100 of the 1925 Act shall be deemed to have been enacted with the omission of sections 99(18) and 100(12) of the 1925 Act; and

5.1.5. at any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise.

5.2. Notwithstanding any provisions of this security to the contrary, it is agreed and declared that nothing in this security shall require or permit the Property to be transferred to the Chargee and in the event of the Property being sold pursuant to this security then the Chargee shall only be entitled to the proceeds of that sale and shall not be entitled to have the Property itself transferred to the Chargee.

6. COSTS

The Chargor shall pay to, or reimburse the Chargee on demand, on a full indemnity basis, all costs and liabilities incurred by the Chargee, in relation to this security or the Property and/or suing for, or recovering, any of the Secured Liabilities including, without limitation, the costs of any proceedings in relation to this security or the Secured Liabilities or incurred in or suffered by any default or delay by the Chargor in performing any of its obligations under this security.

7. REGISTRATION

7.1. Following completion of this Deed, the Chargor shall apply to the Land Registry to register the title to the Property with absolute freehold title and register this Deed.

7.2. The Chargor covenants to deal with any requisitions raised by the Land Registry promptly.

7.3. The Chargor shall provide the Chargee with a copy of the office copy entries to the Property within five working days of receipt from the Land Registry.

8. RESTRICTION ON TITLE

8.1. The Chargor hereby applies to the Chief Land Registrar at the Land Registry, at its own cost and within 20 working days of the date of this deed, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect):

"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 Clive Robert Morogh Jones of [REDACTED], Robert Morrogh Jones of [REDACTED] Christopher Cagney And Katherine Rumbold both of [REDACTED] and [REDACTED] Kevin Greene Sheridan of [REDACTED] and Robert John Branch Mckechnie Swan of [REDACTED] or their personal representatives or their conveyancer."

8.2. For the avoidance of doubt the Chargee hereby consents to the registration of a charge in favour of the Chargor's bank (currently intended to be Barclays Bank plc).

8.3. The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction.

9. COMPANIES HOUSE

The Chargor hereby applies to the Registrar of Companies at Companies House for registration of this deed to be entered on the register of charges within 10 days of execution. The Chargor shall deliver to the Chargee the certificate of registration showing the registration of this deed.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

This deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Signed as a deed by **CLIVE ROBERT MORROGH JONES** in the presence of:

.....
Clive Robert Morrogh Jones

Witness

Signature: [REDACTED]

Name: *Dominic Towe*

Address: [REDACTED]

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **ROBERT MORROGH JONES** in the presence of:

.....
Robert Morrogh Jones

Witness

Signature: [REDACTED]

Name: *Dominic Towe*

Address: [REDACTED]

Signed by **CHRISTOPHER CAGNEY** in the presence of:

.....
Christopher Cagney

Witness

Signature:

Name:

Address:

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **KATHERINE RUMBOLD** in the presence of:

.....
Katherine Rumbold

Witness

Signature: [REDACTED]

Name: *Dominic Towe*

Address: [REDACTED]

Signed as a deed by **CLIVE ROBERT MORROGH JONES** in the presence of:

.....
Clive Robert Morrogh Jones

Witness

Signature:

Name:

Address:

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **ROBERT MORROGH JONES** in the presence of:

.....
Robert Morrogh Jones

Witness

Signature:

Name:

Address:

Signed as a deed by **CHRISTOPHER CAGNEY** in the presence of:


Christopher Cagney

Witness

Signature:

Name:

Address:


DAVID BATTIS

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **KATHERINE RUMBOLD** in the presence of:

.....
Katherine Rumbold

Witness

Signature:

Name:

Address:

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **KEVIN GREENE SHERIDAN** in the presence of:

Kevin Greene Sheridan

Witness *Dominic Towe*

Signature:

Name: *Dominic Towe*

Address:

Signed as a deed by **CLIVE ROBERT MORROGH JONES** as duly authorised attorney for and on behalf of **ROBERT JOHN BRANCH MCKECHNIE SWAN** in the presence of:

Robert John Branch Mckechnie
Swan

Witness

Signature:

Name: *Dominic Towe*

Address:

Executed as deed by **"K" LAUNDRY LIMITED** acting by a director, in the presence of:

Director

Witness

Signature:

Name:

Address:

Signed as a deed by **KEVIN GREENE SHERIDAN** in the presence of:

.....
Kevin Greene Sheridan

Witness

Signature:

Name:

Address:

Signed as a deed by **ROBERT JOHN BRANCH MCKECHNIE SWAN** in the presence of:

.....
Robert John Branch Mckechnie
Swan

Witness

Signature:

Name:

Address:

Executed as deed by **"K" LAUNDRY LIMITED** acting by a director, in the presence of:

MARK MIDDLETON

.....
Director

Witness

Signature:

Name:

Address:

BARBARA THOMSON



0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

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Data last updated: 10:00pm 20 JANUARY, 2022