

# MR01

## Particulars of a charge



Companies House



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A fee is be payable v  
Please see 'How to pay



A03 \*AAIK03JT\* #72  
03/12/2021  
COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where  
instrument. Use form M

FRIDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 0 8 6 7 7 2 9  
Company name in full Diocesan Trustees (Oxford) Limited

0 0 2 8

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 9 m 1 m 1 y 2 y 0 y 2 y 1

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Methodist Chapel Aid Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

4

### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

2 Sackville Street, Reading  
10 Sackville Street, Reading, RG1 1NT  
4 Sackville Street, Reading, RG1 INT  
72 York Road, Caversham, RG1 8DU and  
26 Prospect Street, Reading

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☒

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

### Signature

Please sign the form here.

Signature

Signature

X

*Winckworth Sherwood*

X

This form must be signed by a person with an interest in the charge.

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Geoffrey Cotterill
Company name	Winckworth Sherwood
Address	2 Chawley Park Cumnor Hill
Post town	Oxford
County/Region	
Postcode	O X 2 9 G G
Country	
DX	
Telephone	

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

 **Important information**

**Please note that all information on this form will appear on the public record.**

 **How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

 **Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 867729

Charge code: 0086 7729 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2021 and created by DIOCESAN TRUSTEES (OXFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2021.

(P)

Given at Companies House, Cardiff on 9th December 2021



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# Land Registry

## Legal charge of a registered estate

I hereby certify this to be a true copy of the original

Winckworth Sherwood LLP  
2 Chawley Park  
Cumnor Hill  
Oxford OX2 8GG

Name

Signature

Date

2/12/2021

# CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property:  BK51977, BK491527, BK79739, BK30283 and BK51740
2	Property:  2 Sackville Street, Reading 10 Sackville Street, Reading, RG1 1NT 4 Sackville Street, Reading, RG1 1NT 72 York Road, Caversham, RG1 8DU and 26 Prospect Street, Reading
3	Date: 19th Nov 2021
4	Borrower:  Diocesan Trustees (Oxford) Limited (Charity No. 253575) ("The Authority")  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00867729  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Methodist Chapel Aid Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00030546  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6 Lender's intended address(es) for service for entry in the register:

1 Telford Terrace, Albemarle Road, York, YO24 1DQ

7 The borrower with

- ☒ full title guarantee  
☐ limited title guarantee

acting by the Authority at the request of the PCC charges the property by way of legal mortgage as security for the payment of the sums and other matters detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

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 19/11/2021 in favour of Methodist Chapel Aid Limited referred to in the Charges Register

9 Additional provisions

#### 9.1 Definitions

In this legal charge the following expressions shall unless the context otherwise requires have the following meanings:

"Building" means each of the individual properties referred to in the definition of the Property or if more than one "Buildings"

"Charities Act" means the Charities Act 2011

"Drawdown" means the release of some or all of the Principal Money by the Lender following a request from the PCC and/or the Authority

"the Interest" means interest at the rate of 2.90% (2.93% APR) to be calculated on a daily basis from the date of this legal charge or at such other rate as shall be notified by the Lender to the Borrower by notice in writing stating the amount of the revised rate of interest and such interest rate shall be payable as from the date of expiration of one month from the date of such notice

"the Insurance" means a valid fully comprehensive all risks buildings insurance policy with an insurer of repute to the full insurable value of the Buildings on the Property for the time insured in the joint names of the Lender and the Borrower

"the PCC" means The Parochial Church Council of Reading Greyfriars in the County of Berkshire and the Diocese of Oxford

"the Payment Date" means 5 years from the date of Drawdown

"the Principal Money" means the sum due from the Borrower (acting by the PCC) to the Lender of £1,000,000 (One Million pounds) or such part of that sum that remains unpaid from time to time excluding Interest.

## **9.2 Interpretation**

### **9.2.1 Where the context so admits:**

- (i) words importing the singular shall include the plural and vice versa;
- (ii) words importing the masculine gender shall include the feminine gender; and
- (iii) words importing persons shall include corporations and vice versa

**9.2.2** The terms "the Borrower" and "the Lender" include the persons deriving title under them where the context permits

**9.2.3** Unless otherwise indicated reference to a specified clause or schedule shall be construed as reference to that specified clause of or schedule to this legal charge

**9.2.4** Any agreement warranty or undertaking on the part of two or more persons shall be deemed to be given by such persons jointly and severally

**9.2.5** Clause and schedule headings are for ease of reference only and do not affect the construction of this legal charge

**9.2.6** References to the PCC shall include their successors from time to time.

## **9.3 The Loan**

In consideration of the Principal Money being paid by the Lender to the Borrower upon Drawdown (receipt of which the Borrower by the direction of the PCC acknowledges) the PCC covenants with the Lender:

**9.3.1** to pay to the Lender the Principal Money free from any legal or equitable right of set off on the Payment Date or earlier immediately on demand if:

- (i) any sum payable under the terms of this legal charge is not paid within 14 days of becoming due; or
- (ii) the PCC breach any provisions of, or fail to perform, any of their obligations under the terms of this legal charge; and

9.3.2 to make prepayment of the Interest on the balance of the Principal Money (as well after as before any judgement) outstanding from time to time by half yearly payment on 30 June and 31 December in each year from the date of Drawdown

9.3.3 The Principal Money is repayable by the Borrower to the Lender in equal capital instalments of £100,000 on 30 June and 31 December each year following Drawdown

#### **9.4 Discharge on Repayment**

9.4.1 The Lender shall, subject to being satisfied that the outstanding Principal Money and interest is secured in accordance with its lending policies and principles, agree to release one or more of the individual Building or Buildings from this Charge

9.4.2 The Borrower may request the Lender to release one or more Buildings from this Charge at any time before the expiry of the Payment Date on the basis that the security provided by the Buildings that will not be released from this Charge will be sufficient security for the Principal Money and interest outstanding at the date of such request without affecting or prejudicing the lending principles and policies of the Lender. The Lender shall, at the cost of the Borrower, undertake a valuation of the Property then charged and shall, at its discretion, determine whether to release any one or more of the Buildings in respect of which the request is made from this Charge.

9.4.3 The Lender shall, upon receipt of the payments agreed at the cost of the Borrower, execute and provide to the Borrower forms of discharge in Form DS3 (or such other form as may be appropriate) together with the Land Registry forms required for the release of the restriction duly executed by the Lender for the discharge and release of the Building or Buildings released.

9.4.4 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this legal charge only if the Lender has not executed the same within 10 working days following written request by the Borrower

9.4.5 Upon discharge of the Principal Money the Lender shall release the whole Property or any part or parts thereof then remaining subject to this legal charge from the provisions of this legal charge and any associated restriction and shall (at the Borrower's cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of any restriction.

#### **9.5 Calculation of Repayment**

For the purpose of ascertaining the amount due from the Borrower (acting by the PCC) to the Lender at the time of

redemption or on a sale of foreclosure by the Lender there shall be included in the amount the costs (including legal and surveyor's fees and any Value Added Tax) of and incidental to:

- (a) the perfection and protection;
- (b) the enforcement (if any); and
- (c) the release in whole or in part (if any)

of this legal charge.

#### **9.6 The PCC's Further Covenants**

The PCC jointly and severally covenant with the Lender so long as any of the Principal Money remains unpaid:

##### **Insurance**

###### **9.6.1 To:**

- (a) put in place and maintain the Insurance; and
- (b) make all payments required to maintain the Insurance as when the same become due; and
- (c) when required by the Lender deliver to the Lender the policy or policies of the Insurance and the receipt for each payment relating to the Insurance; and
- (d) if the PCC shall fail to perform any of its obligations under this clause 9.6 and if the Lender arranges the Insurance, repay to the Lender on demand all payments made by the Lender for that purpose and pay Interest from the date of demand until repayment on any such monies not repaid on demand and all such monies and interest shall be deemed to be added to the Principal Money PROVIDED that all monies which may be received by virtue of any such insurance shall be applied in the first place by making good the loss or damage in respect of which the same shall have been received;
- (e) if the PCC at any time is entitled to the benefit of any insurance on the Buildings at the Property for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 9.6.1 above, apply all monies received by virtue of such insurance if the Lender so requires either to make good the loss or damage in respect of which the monies are received or pay the monies to the Lender and be applied by the Lender in or towards discharge of the Principal Money.

##### **Repair**

- 9.6.2** To keep the Property for the time being in good and substantial repair and if the PCC shall fail to do so the Lender shall be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Lender may be necessary or proper without becoming liable as mortgagee in possession and the PCC shall on demand repay to the Lender all the expenses incurred by the Lender in performing any repairs and shall pay Interest from the date of demand

until repayment on any monies not repaid on demand and all such expenses and interest shall be deemed to be added to the Principal Money.

#### **Registration**

9.6.3 Not to cause or permit any person body or authority to be registered under the Land Registration Act 2002 or any substituted or supplementary statutory provision as the proprietor of the whole or any part of the Property without the consent in writing of the Lender.

#### **No Alterations**

9.6.4.1 Not to carry out any works at or to the Property other than in strict compliance with planning consent for such works (where required) and any other statutory regulations relating thereto.

9.6.4.2 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the prior consent in writing of the Lender, such consent not to be unreasonably withheld on condition that any alterations are made in accordance with plans and specifications previously submitted in duplicate to and approved by the Lender and such alterations are completed to the reasonable satisfaction of the Lender.

#### **Dealings**

9.6.5 Not to assign charge or let the Property without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.

#### **Use**

9.6.6 Not to use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Lender or any other owner or occupier of neighbouring property.

#### **Notices**

9.6.7 As soon as reasonably practicable after receipt, to forward to the Lender copies of any notices received relating to the Property.

### **9.7 The PCC's Covenants**

The PCC jointly and severally covenant with the Lender and the Borrower to observe and perform the covenants in this legal charge made by the PCC and to indemnify the Borrower against any future liability for their breach or non-observance and will indemnify and keep indemnified the Borrower from and against all liabilities under claims, demands, proceedings, awards and actions for any matter of any kind (including without limitation, costs, expensed, losses, damages, compensation, penalties, fees and disbursements) arising from any such breach or non-observance.

### **9.8 Power of Sale**

9.8.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one month

from the date of this legal charge

- 9.8.2 The Lender shall be at liberty in exercising its power of sale to dispose of all or any part of the Buildings at the Property from time to time separately from the Property as a whole.

## **9.9 Provisos**

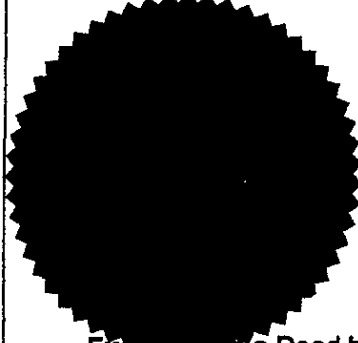
Provided further that:


- 9.9.1 The right of the Lender to appoint a receiver shall arise on the date of this legal charge and without notice in the event that the Borrower commits any act of insolvency as defined in the Insolvency Act 1986
- 9.9.2 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases relating to the Property given by any statute in that behalf except with the prior consent in writing of the Lender
- 9.9.3 Section 93 of the Law of Property Act 1925 (restricting the Lenders right of consolidation) shall not apply to this security
- 9.9.4 The security granted by this legal charge is granted with limited title guarantee subject to the proviso that for the purpose of the covenant implied by Section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 neither the Borrower nor the PCC are to be considered as being aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title.

## **9.10 Charities Act 2011 and Trust Statements**

- 9.10.1 The Borrower is the Diocesan Authority for the Diocese of Oxford within the meaning of the Parochial Church Councils (Powers) Measure 1956 and is at the PCC's request a party to this Legal Charge in order to demonstrate its consent to it in accordance with the said Measure.
- 9.10.2 The Property is held by the Borrower in trust for the PCC, a non-exempt charity, and the restrictions on disposition imposed by Section 124 of the Charities Act apply
- 9.10.2 The members of the PCC being the persons in control of the management of the Property certify that they have power to enter into this legal charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act

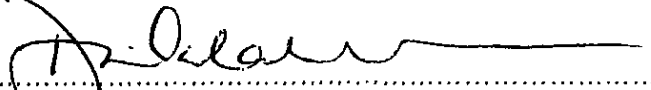
Executed as a Deed by affixing  
the Common Seal of **DIOCESAN  
TRUSTEES (OXFORD)**  
**LIMITED** by  
in the presence of :




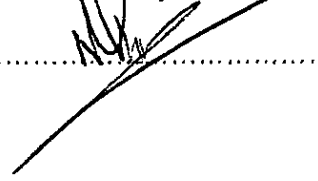
  
Member

  
Member/Secretary

Executed as a Deed by  
**THE PAROCHIAL  
CHURCH COUNCIL OF  
READING GREYFRIARS**  
acting by its Chairman and  
two Members:

Chairman.....

Member.....

Member.....

Executed as a Deed by  
**METHODIST CHAPEL  
AID LIMITED** acting by  
a Director in the presence  
of:-

.....  
Director

Witness Signature.....

Witness Full Name.....

Witness Address.....

Witness Occupation.....

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 86 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 10/11

# CH1

*Handwritten:* Hanowells 19.11.2021

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003

1	Title number(s) of the property:  BK51977, BK491527, BK79739, BK30283 and BK51740
2	Property:  2 Sackville Street, Reading 10 Sackville Street, Reading, RG1 1NT 4 Sackville Street, Reading, RG1 1NT 72 York Road, Caversham, RG1 8DU and 26 Prospect Street, Reading
3	Date: 19 November 2021
4	Borrower:  Diocesan Trustees (Oxford) Limited (Charity No. 253575) ("The Authority")  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00867729  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Methodist Chapel Aid Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00030546  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

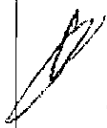
Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on

6	Lender's intended address(es) for service for entry in the register:  1 Telford Terrace, Albemarle Road, York, YO24 1DQ
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee  acting by the Authority at the request of the PCC charges the property by way of legal mortgage as security for the payment of the sums and other matters detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register  <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:  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 19 November 2021 in favour of Methodist Chapel Aid Limited referred to in the Charges Register
9	Additional provisions  <b>9.1 Definitions</b>  In this legal charge the following expressions shall unless the context otherwise requires have the following meanings:  "Building" means each of the individual properties referred to in the definition of the Property or if more than one "Buildings"  "Charities Act" means the Charities Act 2011  "Drawdown" means the release of some or all of the Principal Money by the Lender following a request from the PCC and/or the Authority  "the Interest" means interest at the rate of 2.90% (2.93% APR) to be calculated on a daily basis from the date of this legal charge or at such other rate as shall be notified by the Lender to the Borrower by notice in writing stating the amount of the revised rate of interest and such interest rate shall be payable as from the date of expiration of one month from the date of such notice  "the Insurance" means a valid fully comprehensive all risks buildings insurance policy with an insurer of repute to the full insurable value of the Buildings on the Property for the time insured in the joint names of the Lender and the Borrower  "the PCC" means The Parochial Church Council of Reading Greyfriars in the County of Berkshire and the Diocese of Oxford

 "the Payment Date" means 75 years from the date of Drawdown

"the Principal Money" means the sum due from the Borrower (acting by the PCC) to the Lender of £1,000,000 (One Million pounds) or such part of that sum that remains unpaid from time to time excluding Interest.

## **9.2 Interpretation**

9.2.1 Where the context so admits:

- (i) words importing the singular shall include the plural and vice versa;
- (ii) words importing the masculine gender shall include the feminine gender; and
- (iii) words importing persons shall include corporations and vice versa

9.2.2 The terms "the Borrower" and "the Lender" include the persons deriving title under them where the context permits

9.2.3 Unless otherwise indicated reference to a specified clause or schedule shall be construed as reference to that specified clause or schedule to this legal charge

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9.2.5 Clause and schedule headings are for ease of reference only and do not affect the construction of this legal charge

9.2.6 References to the PCC shall include their successors from time to time.

## **9.3 The Loan**

In consideration of the Principal Money being paid by the Lender to the Borrower upon Drawdown (receipt of which the Borrower by the direction of the PCC acknowledges) the PCC covenants with the Lender:

9.3.1 to pay to the Lender the Principal Money free from any legal or equitable right of set off on the Payment Date or earlier immediately on demand if:

- (i) any sum payable under the terms of this legal charge is not paid within 14 days of becoming due; or
- (ii) the PCC breach any provisions of, or fail to perform, any of their obligations under the terms of this legal charge; and

- 9.3.2 to make prepayment of the Interest on the balance of the Principal Money (as well after as before any judgement) outstanding from time to time by half yearly payment on 30 June and 31 December in each year from the date of Drawdown
- 9.3.3 *The Principal Money is repayable by the Borrower to the Lender in equal capital instalments of £100,000 on 30 June and 31 December each year following Drawdown*

#### **9.4 Discharge on Repayment**

- 9.4.1 The Lender shall, subject to being satisfied that the outstanding Principal Money and interest is secured in accordance with its lending policies and principles, agree to release one or more of the individual Building or Buildings from this Charge
- 9.4.2 The Borrower may request the Lender to release one or more Buildings from this Charge at any time before the expiry of the Payment Date on the basis that the security provided by the Buildings that will not be released from this Charge will be sufficient security for the Principal Money and interest outstanding at the date of such request without affecting or prejudicing the lending principles and policies of the Lender. The Lender shall, at the cost of the Borrower, undertake a valuation of the Property then charged and shall, at its discretion, determine whether to release any one or more of the Buildings in respect of which the request is made from this Charge.
- 9.4.3 The Lender shall, upon receipt of the payments agreed at the cost of the Borrower, execute and provide to the Borrower forms of discharge in Form DS3 (or such other form as may be appropriate) together with the Land Registry forms required for the release of the restriction duly executed by the Lender for the discharge and release of the Building or Buildings released.
- 9.4.4 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this legal charge only if the Lender has not executed the same within 10 working days following written request by the Borrower
- 9.4.5 Upon discharge of the Principal Money the Lender shall release the whole Property or any part or parts thereof then remaining subject to this legal charge from the provisions of this legal charge and any associated restriction and shall (at the Borrower's cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of any restriction.

#### **9.5 Calculation of Repayment**

For the purpose of ascertaining the amount due from the Borrower (acting by the PCC) to the Lender at the time of

redemption or on a sale of foreclosure by the Lender there shall be included in the amount the costs (including legal and surveyor's fees and any Value Added Tax) of and incidental to:

- (a) the perfection and protection;
- (b) the enforcement (if any); and
- (c) the release in whole or in part (if any)

of this legal charge.

## **9.6 The PCC's Further Covenants**

The PCC jointly and severally covenant with the Lender so long as any of the Principal Money remains unpaid:

### **Insurance**

#### **9.6.1 To:**

- (a) put in place and maintain the Insurance; and
- (b) make all payments required to maintain the Insurance as when the same become due; and
- (c) when required by the Lender deliver to the Lender the policy or policies of the Insurance and the receipt for each payment relating to the Insurance; and
- (d) if the PCC shall fail to perform any of its obligations under this clause 9.6 and if the Lender arranges the Insurance, repay to the Lender on demand all payments made by the Lender for that purpose and pay Interest from the date of demand until repayment on any such monies not repaid on demand and all such monies and interest shall be deemed to be added to the Principal Money PROVIDED that all monies which may be received by virtue of any such insurance shall be applied in the first place by making good the loss or damage in respect of which the same shall have been received;
- (e) if the PCC at any time is entitled to the benefit of any insurance on the Buildings at the Property for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 9.6.1 above, apply all monies received by virtue of such insurance if the Lender so requires either to make good the loss or damage in respect of which the monies are received or pay the monies to the Lender and be applied by the Lender in or towards discharge of the Principal Money.

### **Repair**

- 9.6.2** To keep the Property for the time being in good and substantial repair and if the PCC shall fail to do so the Lender shall be entitled to enter upon the Property or any part of it and execute such repairs as in the reasonable opinion of the Lender may be necessary or proper without becoming liable as mortgagee in possession and the PCC shall on demand repay to the Lender all the expenses incurred by the Lender in performing any repairs and shall pay Interest from the date of demand

until repayment on any monies not repaid on demand and all such expenses and Interest shall be deemed to be added to the Principal Money.

#### **Registration**

- 9.6.3 Not to cause or permit any person body or authority to be registered under the Land Registration Act 2002 or any substituted or supplementary statutory provision as the proprietor of the whole or any part of the Property without the consent in writing of the Lender.

#### **No Alterations**

- 9.6.4.1 Not to carry out any works at or to the Property other than in strict compliance with planning consent for such works (where required) and any other statutory regulations relating thereto.
- 9.6.4.2 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the prior consent in writing of the Lender, such consent not to be unreasonably withheld on condition that any alterations are made in accordance with plans and specifications previously submitted in duplicate to and approved by the Lender and such alterations are completed to the reasonable satisfaction of the Lender.

#### **Dealings**

- 9.6.5 Not to assign charge or let the Property without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.

#### **Use**

- 9.6.6 Not to use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Lender or any other owner or occupier of neighbouring property.

#### **Notices**

- 9.6.7 As soon as reasonably practicable after receipt, to forward to the Lender copies of any notices received relating to the Property.

### **9.7 The PCC's Covenants**

The PCC jointly and severally covenant with the Lender and the Borrower to observe and perform the covenants in this legal charge made by the PCC and to indemnify the Borrower against any future liability for their breach or non-observance and will indemnify and keep indemnified the Borrower from and against all liabilities under claims, demands, proceedings, awards and actions for any matter of any kind (including without limitation, costs, expensed, losses, damages, compensation, penalties, fees and disbursements) arising from any such breach or non-observance.

### **9.8 Power of Sale**

- 9.8.1 The power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser arise one month

from the date of this legal charge

- 9.8.2 The Lender shall be at liberty in exercising its power of sale to dispose of all or any part of the Buildings at the Property from time to time separately from the Property as a whole.

## **9.9 Provisos**

Provided further that:

- 9.9.1 The right of the Lender to appoint a receiver shall arise on the date of this legal charge and without notice in the event that the Borrower commits any act of insolvency as defined in the Insolvency Act 1986
- 9.9.2 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases relating to the Property given by any statute in that behalf except with the *prior consent in writing of the Lender*
- 9.9.3 Section 93 of the Law of Property Act 1925 (restricting the Lenders right of consolidation) shall not apply to this security
- 9.9.4 The security granted by this legal charge is granted with limited title guarantee subject to the proviso that for the purpose of the covenant implied by Section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 neither the Borrower nor the PCC are to be considered as being aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title.

## **9.10 Charities Act 2011 and Trust Statements**

- 9.10.1 The Borrower is the Diocesan Authority for the Diocese of Oxford within the meaning of the Parochial Church Councils (Powers) Measure 1956 and is at the PCC's request a party to this Legal Charge in order to demonstrate its consent to it in accordance with the said Measure.
- 9.10.2 The Property is held by the Borrower in trust for the PCC, a non-exempt charity, and the restrictions on disposition imposed by Section 124 of the Charities Act apply
- 9.10.2 The members of the PCC being the persons in control of the management of the Property certify that they have power to enter into this legal charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act

**Executed** as a Deed by affixing  
the Common Seal of **DIOCESAN  
TRUSTEES (OXFORD)  
LIMITED** by  
in the presence of :

Member

Member/Secretary

**Executed** as a Deed by  
**THE PAROCHIAL  
CHURCH COUNCIL OF  
READING GREYFRIARS**  
acting by its Chairman and  
two Members:

Chairman.....

Member.....

Member.....

**Executed** as a Deed by  
**METHODIST CHAPEL  
AID LIMITED** acting by  
a Director in the presence  
of:-

*Andrew Christopher Jerritt*  
**ANDREW CHRISTOPHER JERRITT**  
Director

Witness Signature

*[Handwritten Signature]*

Witness Full Name

HELEN KENDALL

Witness Address

32 ROBERT STREET

YORK YO23 1PS

Witness Occupation

Administrative Assistant

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