



**Registration of a Charge**

Company name: **GAZELLE PROPERTIES LIMITED**

Company number: **03092249**



X5LHK0FC

Received for Electronic Filing: **09/12/2016**

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**Details of Charge**

Date of creation: **08/12/2016**

Charge code: **0309 2249 0024**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 77 LORNE ROAD BATH BA2 3PZ  
REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER AV45525**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **PATRICK MCCLOY**



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

Company number: 3092249

Charge code: 0309 2249 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2016 and created by GAZELLE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2016 .

Given at Companies House, Cardiff on 12th December 2016

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

THIS LEGAL CHARGE is made on 8th December 2016 BETWEEN:

- (1) **Gazelle Properties Limited** company number 03092249 (the "**Borrower**"); and
- (2) **Svenska Handelsbanken AB (publ)** (the "**Bank**").

IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Authorisations**" means all authorisations, consents and permits issued by any governmental body agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings.

"**Charged Assets**" means all the undertaking, property and assets of the Borrower described in clause 3.1 (*Fixed charge*) including any part thereof and any interest therein.

"**Collateral Instruments**" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.

"**Enforcement Date**" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower.

"**Insurances**" means all contracts or policies of insurance in which the Borrower from time to time has an interest.

"**Party**" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

"**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property.

"**Property**" means the property known as 77 Lorne Road, Bath, BA2 3BZ and registered at Land Registry under title number AV 45525.

"**Receiver**" means any one or more receivers and/or managers appointed by the Bank pursuant to this Deed in respect of the Borrower or over all or any of the Charged Assets.

"**Security Interest**" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

"**Secured Liabilities**" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (*Covenant to pay*).

"**Security Period**" means the period from the date of this Deed until the Bank confirms in writing to the Borrower that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

## 1.2 Construction

### 1.2.1 Any reference in this Deed to:

- (i) an "**amendment**" includes amendment, implement, novation, re-enactment, replacement, reinstatement or variation and "**amend**" or "**amended**" will be considered accordingly;
- (ii) "**assets**" includes present and future property, revenues and rights of every description;
- (iii) "**consent**" shall be construed as including, without limitation, any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration
- (iv) "**this Deed**" or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated or supplemented provided that, where the consent of the Bank is required to such amendment, novation, replacement, restatement or supplement, such consent has been obtained;
- (v) a "**guarantee**" includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person;
- (vi) the words "**includes**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
- (vii) "**law**" includes common or customary law, principles of equity and any constitution, code of practice, decree, judgement, decision, legislation, order, ordinance, regulation, bye-law, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (x) "**rights**" includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present, future and contingent); and
- (xi) "**security**" includes any mortgage, charge, pledge, lien, security assignment, hypothecation or, trust or other arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including, without limitation, the deposit of moneys, property or title documents with a person with the intention of affording such person a right of set-off or lien) and any other agreement or any other type of arrangement having a similar effect.

### 1.2.2 Clause and schedule headings are for ease of reference only.

### 1.2.3 A reference in this Deed to any person includes that person's successors in title, whether immediate or derivative and (in the case of the Bank only) its permitted assignees and permitted transferees, whether immediate or derivative.

### 1.2.4 If two or more persons are included in the definition "Borrower" then the use in this deed of the word "Borrower" shall be deemed to refer to such persons both together and separately and the Borrower's

obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them.

## **2 COVENANT TO PAY**

### **2.1 Covenant**

The Borrower covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied; present, future, actual or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

### **2.2 Certain liabilities**

The liabilities referred to in clause 2.1 (*Covenant*) shall, without limitation, include:

- 2.2.1 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and hedging transactions and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- 2.2.2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind;
- 2.2.3 interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower; and
- 2.2.4 all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed.

## **3 CHARGES**

### **3.1 Fixed charge**

The Borrower charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

- 3.1.1 by way of legal mortgage the Property; and
- 3.1.2 by way of fixed charge:
  - (i) all plant and machinery owned by the Borrower and its interest in any plant and machinery in its possession located at the Property;
  - (ii) all fixtures and fittings from time to time attached to the Property;
  - (iii) all other chattels of the Borrower located at the Property and not ordinarily disposed of in the ordinary course of business;
  - (iv) all benefits in respect of the Insurances including all claims and the refund of any premiums;
  - (v) all rents receivable from any lease granted of the Property; and
  - (vi) all the goodwill of the Borrower's business carried on at the Property.
- 3.2 The Borrower confirms and agrees that at any time on or after the Enforcement Date, the Bank and/or any Receiver may – as agent for the Borrower – sell any assets of the Borrower which have not been

removed from the Property. The Borrower hereby assigns and agrees to assign the proceeds of such sale to the Bank and agrees that the Bank may apply such proceeds in reduction of the Secured Liabilities.

### **3.3 Set Off**

The Borrower hereby agrees that the Bank may at any time and from time to time without notice, set off any amounts owed by it to the Borrower in or towards satisfaction of the Secured Liabilities (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Bank by law) and may transfer any sum or sums standing to the credit of any account of the Borrower with the Bank at any of its branches, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Borrower to the Bank under this Deed or in or towards satisfaction of the Secured Liabilities.

If the liability in respect of which the Bank is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and at the time of such set-off. If the sums standing to the credit of any account of the Borrower with the Bank at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Deed be deemed already to be so for the purposes of the set-off contemplated in this clause provided that the Bank shall not be obliged to exercise any right given to it by this clause.

## **4 UNDERTAKINGS**

### **4.1 Duration**

The undertakings in this clause 4 remain in force during the Security Period.

### **4.2 Negative Pledge**

The Borrower will not create or agree to create or permit to subsist any Security Interest over the Charged Assets.

### **4.3 Deposit of deeds**

The Borrower will deposit with the Bank (to be held at the risk of the Borrower) all deeds and documents of title relating to the Property and such other Charged Assets as the Bank may require.

### **4.4 Development and alterations**

4.4.1 The Borrower will not, without the prior written consent of the Bank, make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property or carry out or permit to be carried out any development (within the meaning of that expression in the Planning Acts) on any part of the Property.

4.4.2 In the event that, during the Security Period, the Property is intended to be developed or is in the course of development (in each case with the prior written consent of the Bank), the Borrower shall:

(i) proceed diligently and to the reasonable satisfaction of the Bank and any competent authority with such development in all respects in conformity with all planning and by-law consents which shall together with the plans and specifications be produced to the Bank for approval prior to the commencement of any works of development; and

(ii) obtain such further insurance as shall be required and specified by the Bank.

### **4.5 Repair**

The Borrower will keep all its buildings, fixtures, fittings, plant and machinery (or procure that they are kept) in good repair and in good working order and condition (fair wear and tear excepted in the case of fixtures, plant and machinery) and fully protected against damage or deterioration and not commit any waste thereon or lessen the value thereof.