



Registration of a Charge

Company name: **CHELTENHAM YMCA**

Company number: **03930834**



X513VD3C

Received for Electronic Filing: **19/02/2016**

Details of Charge

Date of creation: **09/02/2016**

Charge code: **0393 0834 0003**

Persons entitled: **CHELTENHAM BOROUGH COUNCIL**

Brief description: **LAND AT THE REAR OF HESTERS WAY BAPTIST CHURCH, ASHLANDS ROAD, CHELTENHAM**

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: **HARRISON CLARK RICKERBYS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3930834

Charge code: 0393 0834 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2016 and created by CHELTENHAM YMCA was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2016 .

Given at Companies House, Cardiff on 22nd February 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

Land Registry

Legal charge of a registered estate

CH1

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

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.

1	Title number(s) of the property:
2	Property: Land at the rear of Hesters Way Baptist Church, Ashlands Road Cheltenham as shown edged red and tinted pink on the attached plan
3	Date: 9th February 2016
4	Borrower: Cheltenham YMCA <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03930834 <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: Cheltenham Borough Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: Municipal Offices, Promenade Cheltenham GL50 9SA

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.

7

The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums 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 *9th February 2016* in favour of Cheltenham Borough Council (as Lender) referred to in the Charges Register

9

Additional provisions

9.1 In this panel the following words and expressions shall have the following meanings:

February **Funding Agreement:** the funding agreement dated *9th* day of 2016 and made between the Lender (1) and the Borrower (2);

Property: means the property described in panel 2 and registered at Land Registry under the above title number;

Secured Liabilities: means all the money and liabilities now or hereafter due owing or incurred to the Lender by Borrower under the terms of the Funding Agreement (including, without limitation, under any amendments, supplements or restatements of the Funding Agreement in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Borrower as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Lender in connection therewith and **Secured Liability** means any one of these obligations;

9.2 The Borrower hereby charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of legal charge all the Borrower's right, title and interest from time to time in, to and under each of the following present and future assets:

9.2.1 the Property;

9.2.2 all rents receivable from any lease granted out of any Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;

9.2.3 the benefit of all licences, consents and authorisations held or utilised by the Borrower in connection with the Property or the use of any of the Property;

9.2.4 all its rights and interests in and claims under the insurances issued in relation to the Property.

9.3 The Borrower covenants with the Lender:

9.3.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Property of which the Borrower is the lessee, tenant or licensee;

9.3.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Property of which the Borrower is the lessor or licensor; and

9.3.3 other than in accordance with the objectives of the Funding Agreement, not without the prior written consent of the Lender to grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Property or consent to any assignment or underletting of any interest in the Property.

9.4 The land charged is held by Cheltenham YMCA, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

9.5 The directors of the charity, being the persons who have the general control and management of its administration certify that:

9.5.1 they have the power under the provisions establishing the charity and regulating its purposes and administration to effect this charge; and

9.5.2 they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Executed as a Deed by)

Cheltenham YMCA)

in the presence of:)

Director

Director / Company Secretary

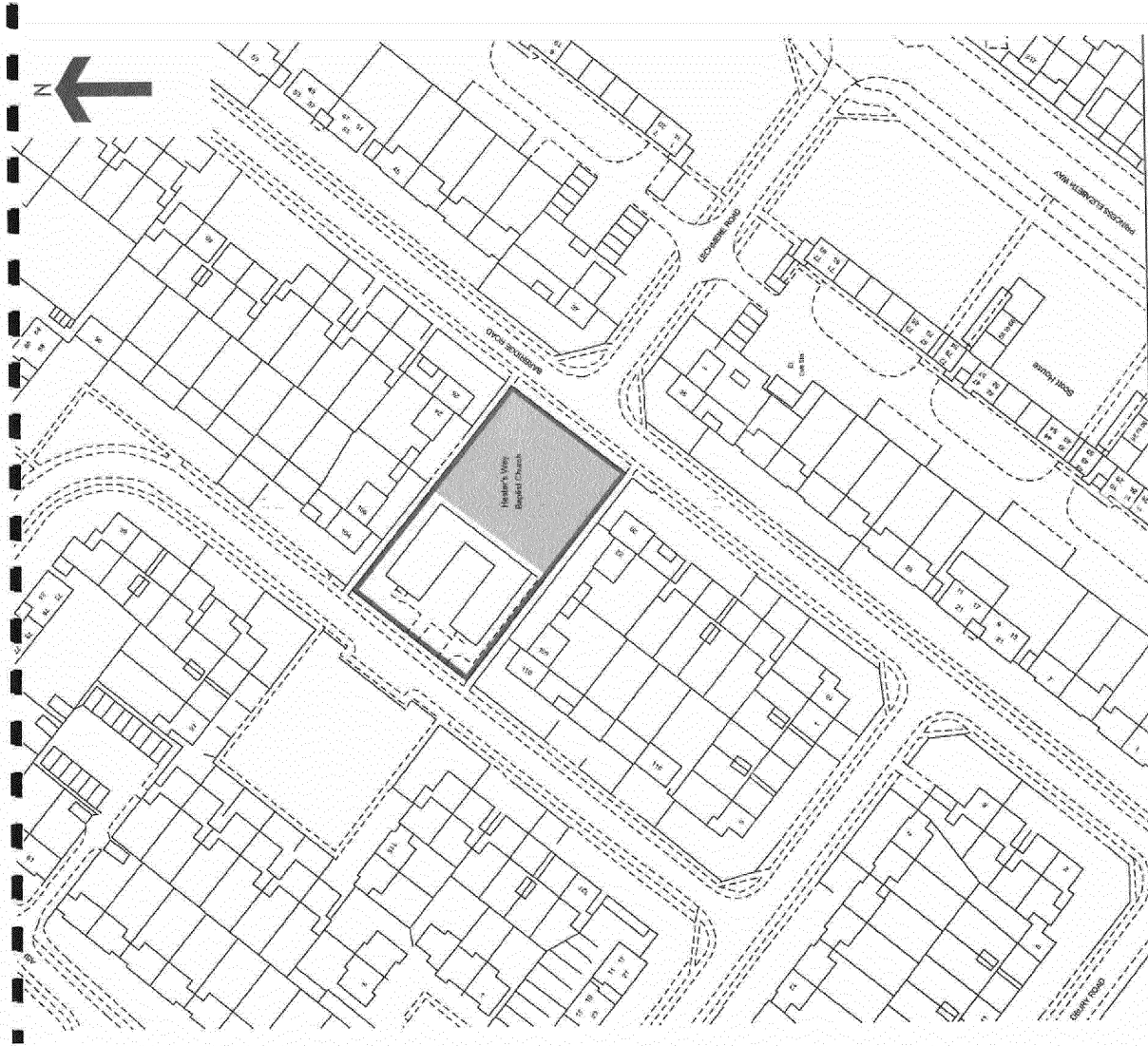
WARNING

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 66 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.

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Handwritten signature

This is a copy of the title plan on 11 DEC 2012 at 11:37:25. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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