



Registration of a Charge

Company name: **METHODIST HOMES**

Company number: **04043124**



XA1WHK74

Received for Electronic Filing: **07/04/2021**

Details of Charge

Date of creation: **31/03/2021**

Charge code: **0404 3124 0078**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE PROPERTIES KNOWN AS: • HALL GRANGE, SHIRLEY CHURCH ROAD, CROYDON, CR9 5AL COMPRISING: (I) PART ONLY OF THE SUBJECTS REGISTERED UNDER TITLE NUMBER SGL627017 (II) THE WHOLE OF THE SUBJECTS REGISTERED UNDER TITLE NUMBER SGL615493; AND (III) PART ONLY OF THE SUBJECTS REGISTERED UNDER TITLE NUMBER SY154165; AND • LANGHOLME, ARWENACK AVENUE, FALMOUTH, TR11 3LD AND LAND AT ARWENACK MANOR, GOVEN PLACE, FALMOUTH REGISTERED WITH TITLE NUMBERS CL214797 AND CL226430, AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1 OF THE INSTRUMENT.**

Contains fixed charge(s).

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: **DAVID PARRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4043124

Charge code: 0404 3124 0078

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by METHODIST HOMES was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2021 .

Given at Companies House, Cardiff on 8th April 2021

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: 31 March 2021

- (1) METHODIST HOMES
(2) BARCLAYS BANK PLC
-

Legal Mortgage

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 31 March 2021
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	3
3	GRANT OF SECURITY	3
4	GENERAL UNDERTAKINGS	4
5	RIGHTS OF ENFORCEMENT	6
6	POWERS OF A RECEIVER	7
7	APPLICATION OF PROCEEDS	8
8	PROTECTION OF THIRD PARTIES	9
9	PROTECTION OF LENDER	9
10	SAVINGS PROVISIONS	9
11	CHANGES TO THE PARTIES	10
12	COUNTERPARTS	10
13	GOVERNING LAW	10
14	JURISDICTION	10
Schedules		
1	Details of Mortgaged Properties	12
2	Notices	13

This Deed is made on **31 March** 2021 between:

- (1) **METHODIST HOMES** a company limited by guarantee (Companies House No. 4043124) and a registered Charity (Registered Charity No. 1083995) (the "**Company**"); and
- (2) **BARCLAYS BANK PLC** (the "**Lender**").

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of the Company's Mortgaged Property.

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income, or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Charged Property" means the assets of the Company which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Conservation Land" means the land located to the south of the Hall Grange Property as shown (i) shaded blue on Plan 1 annexed and (ii) outlined in blue on Plan 2 annexed.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Lender.

"EPC" means an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012).

"Facility Agreement" means the term and revolving facilities agreement dated 20 May 2011 between the Company and the Lender as amended and/or restated from time to time.

"Hall Grange Property" means the property known as Hall Grange, Shirley Church Road, Croydon, CR9 5AL as more particularly described in Part 1 of Schedule 1 (*Details of Mortgaged Properties*).

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Company or in which the Company has an interest, in respect of the Charged Property.

"Langholme Property" means the property known as Langholme, Arwenack Avenue, Falmouth and land at Arwenack Manor, Goven Place, Falmouth as more particularly described in Part 1 of Schedule 1 (*Details of Mortgaged Properties*).

"LPA" means the Law of Property Act 1925.

"Mortgaged Properties" means the properties listed in Schedule 1 (*Details of Mortgaged Properties*).

"Property Report" means, in respect of any Charged Property, any certificate of or report on title supplied to the Lender in connection with the Security over the Charged Property in accordance with the terms of this Deed or the Facility Agreement.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by the Company or any predecessor in title of the Company in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by the Company to the Lender, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Deed;
- 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement (with the exception of clause 1.2.4) apply to this Deed as if set out in full in this Deed except that references to the Facility Agreement shall be construed as references to this Deed; and
- 1.2.1.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

- 1.2.2.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.2.2 a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as validly amended, novated, supplemented, extended, restated or replaced from time to time;
- 1.2.2.3 an "**account**" is a reference to that account as re-designated, renumbered, substituted or replaced from time to time.

1.2.3 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 References to any Security "**created by this Deed**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.4.3 Any Receiver or Delegate may, subject to this Clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

The Company, as principal debtor and not just as surety, covenants with the Lender to pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Company charges by way of legal mortgage, the Mortgaged Properties.

3.2 **Fixed charges**

The Company charges by way of fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Properties;
- 3.2.2 all its fixtures, fittings, plant and machinery, situated on or forming part of the Mortgaged Properties, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed; and
- 3.2.3 save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to any of the Charged Property.

3.3 **Assignment**

The Company assigns absolutely all its Insurances, including any listed Schedule 1 (*Details of Mortgaged Properties*), together with all Associated Benefits relating to the Charged Property.

3.4 **General**

All Security created by this Deed:

- 3.4.1 is created in favour of the Lender;
- 3.4.2 unless specifically stated otherwise, is created over the present and future assets of the Company to the extent of its right, title and interest in, under and to such assets at any time; and

- 3.4.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.5 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.5.1 regardless of the date on which any of the Secured Obligations were incurred;
- 3.5.2 notwithstanding any intermediate payment or discharge; and
- 3.5.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.6 **Independent Security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Lender. No prior Security held by the Lender over the whole or any part of the Charged Property will merge with the Security created by this Deed.

4. **GENERAL UNDERTAKINGS**

4.1 **Registration**

- 4.1.1 The Company shall ensure that a restriction in the following terms is entered on the register of the title of any of its Charged Property at the Land Registry:

"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 [DATE] in favour of [LENDER] referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Company shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

- 4.1.2 The Company shall promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the Land Registry.
- 4.1.3 If the title to the Charged Property is not registered at the Land Registry, the Company shall ensure that no person (other than itself) will be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Charged Property, without the prior written consent of the Lender.
- 4.1.4 Whether or not title to the Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Company's title to the Charged Property, the Company shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice, and if such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Company shall immediately, and at its own expense, take such steps as the Lender requires to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4.2 **Negative pledge and restriction on dealing**

The Company may not (and may not agree to):

- 4.2.1 create or permit to subsist any Security over; nor
- 4.2.2 sell, assign, factor, discount, transfer, lease, release, terminate or otherwise dispose of any of; nor
- 4.2.3 permit any variation, waiver or termination of the rights attaching to the whole or any part of,

the Charged Property, unless permitted under the Finance Documents.

4.3 **Notice of charge or assignment**

- 4.3.1 The Company shall serve notice of each charge or assignment of its rights under each of its Insurances by sending a notice substantially in such form of Schedule 2 (*Form of notice relating to Insurances*) to the relevant insurer, within 1 Business Day of the date of this Deed (for any Insurances existing on the date of this Deed) and on the date of entry into any other Insurances (in the case of any Insurances entered into after the date of this Deed).
- 4.3.2 The Company shall use all reasonable endeavours to procure that any notice served by it under Clause 4.3.1 is acknowledged by the recipient in the form attached to such notice:
 - 4.3.2.1 in the case of any notice served on the date of this Deed, on or before the date falling 1 Business Day after the date of this Deed; and
 - 4.3.2.2 in the case of all other notices, within 5 Business Days of service of the notice.

4.4 **Charged Property**

The Company shall, promptly upon request by the Lender at any time:

- 4.4.1 deposit with the Lender all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Lender may require, relating to the Charged Property;
- 4.4.2 affix to and maintain on such of its plant, machinery, fixtures, fittings or other equipment as the Lender may require a clearly legible identification plate stating that the asset has been charged to the Lender, in a form acceptable to the Lender; and
- 4.4.3 provide the Lender with all information it may reasonably request in relation to the Charged Property.

4.5 **Further assurance**

The Company shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Lender may reasonably require:

- 4.5.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or under this Deed or by law or regulation; and
- 4.5.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of Security created by this Deed.

4.6 **Power to remedy**

If the Company fails to comply with any of its obligations under this Deed, the Lender (or its nominee) may (at the Company's expense) take such action as is necessary to protect any assets against the consequences of the Company's non-compliance and to ensure compliance with such obligations. The Lender is not obliged to perform any obligation of the Company or to take any action which it may be entitled to take under this Deed.

4.7 **Power of attorney**

4.7.1 As security for the performance of its obligations under this Deed, the Company irrevocably and severally appoints the Lender, each Receiver and each Delegate to be its attorney, with full power of substitution.

4.7.2 The attorney may, in the Company's name and at its expense, do anything which the Company is obliged to under the Finance Documents but has failed to do or which the Lender, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

4.7.3 The Company ratifies and confirms anything done by any attorney under this Clause 4.7. The Company agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

4.8 **Conditions Subsequent**

4.8.1 By no later date than the date falling nine months after the date of this Deed, the Company shall deliver to the Lender an EPC in respect of the Langholme Property.

4.8.2 In the event that the EPC reveals that the Langholme Property has an energy efficiency rating of 'F' or lower, the Company will agree with the Lender, acting reasonably, a timetable for undertaking such works as are reasonably necessary for ensuring that the Langholme Property has an energy efficiency rating of 'E' or better.

5. **RIGHTS OF ENFORCEMENT**

5.1 **Secured Obligations deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

5.2 **When Security enforceable**

The Security created by this Deed is enforceable at any time after the Lender shall have demanded the payment or discharge by the Chargor of all or any of the Secured Obligations.

5.3 **Enforcement powers**

5.3.1 At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Company, the Lender may, without further notice:

5.3.1.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;

5.3.1.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;

- 5.3.1.3 exercise any of the powers conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed;
 - 5.3.1.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
 - 5.3.1.5 take such further action as it sees fit to enforce all or any part of the Security created by Deed.
- 5.3.2 Notwithstanding the terms of this Clause 5.3 (Enforcement Powers), in the event that the Lender elects to sell, appropriate, realise or transfer the whole of the Hall Grange Property the Lender agrees to grant a right of vehicular and pedestrian access to and egress from the Conservation Land over the Hall Grange Property between the points A-B and A-C on Plan 3 annexed hereto.

5.4 Rights in relation to a Receiver

The Lender may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be the agent of the Company who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Lender may fix the remuneration of a Receiver which will be payable by the Company and form part of the Secured Obligations.

5.5 Redemption of prior Security

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- 5.5.1 the Security created by this Deed becomes enforceable; and
 - 5.5.2 the holder of such other Security takes any steps to enforce that security,
- the Lender or any Receiver may, at its sole discretion and at the cost and expense of the Company, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Lender or a Receiver under this Clause will form part of the Secured Obligations.

5.6 Demands

Any demand for payment made by the Lender shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

6. POWERS OF A RECEIVER

6.1 General powers

Any Receiver will have:

- 6.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 6.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not the Receiver is an administrative receiver) under the Insolvency Act; and
- 6.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

6.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 6.2.1 the power to do or omit to do anything which the Company could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 6.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 6.2.3 the power to use the Company's name for all the above purposes.

6.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 6.3.1 the restriction on the consolidation of mortgages in section 93 LPA;
- 6.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 LPA;
- 6.3.3 the conditions to the exercise of a power of sale in section 103 LPA;
- 6.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) LPA; and
- 6.3.5 the restrictions on the appointment of a receiver in section 109(1) LPA and the provisions regarding a receiver's remuneration in section 109(6) LPA.

7. APPLICATION OF PROCEEDS

7.1 Order of priority

All amounts received by the Lender or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

- 7.1.1 in discharging any costs and expenses incurred by the Lender, any Receiver or any Delegate under or in connection with this Deed or any Finance Document;
- 7.1.2 in or towards discharging the Secured Obligations; and
- 7.1.3 in payment of the surplus (if any) to the Company or other person entitled to it.

7.2 Suspense account

The Lender may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Lender may determine pending their application towards discharging the Secured Obligations.

7.3 New accounts

If the Lender receives or is deemed to have received notice of subsequent Security over the Charged Property, then the Lender may open a new account with the Company. If the Lender does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the

Company to the Lender will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

7.4 **Release of Charged Property**

If the Lender is satisfied that all the Secured Obligations have, subject to Clauses 10.1 (*Reinstatement*) and 10.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, the Lender will, at the request and cost of the Company, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

8. **PROTECTION OF THIRD PARTIES**

No buyer from, or other person dealing with the Lender or a Receiver will be concerned to enquire whether:

- 8.1.1 any money remains due under the Finance Documents;
- 8.1.2 any power which the Lender or Receiver is purporting to exercise has arisen or become exercisable; or
- 8.1.3 the Lender or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

- 8.2 The receipt of the Lender, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

9. **PROTECTION OF LENDER**

9.1 **No liability as mortgagee in possession**

Neither the Lender nor any Receiver will be liable to account to the Company as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

9.2 **Tacking**

The Security created by this Deed is intended to secure any further advances which the Lender is obliged to make under the Finance Documents.

9.3 **Lender discretion**

The Lender is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Facility Agreement and the Company has no right to control or restrict the Lender's exercise of any of its rights, powers or discretions under this Deed.

10. **SAVINGS PROVISIONS**

10.1 **Reinstatement**

If, at any time, there has been a release, settlement or discharge of any of the Company's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

- 10.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and

- 10.1.2 any Security (or other right) held by the Lender in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Company's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Lender's other rights under this Deed) the Lender will be entitled to recover from the Company the value which the Lender has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

10.2 **Avoidable payments**

If the Lender, acting reasonably, considers that any amount paid by the Company in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

11. **CHANGES TO THE PARTIES**

11.1 **No assignment by the Company**

The Company may not assign any of its rights or transfer any of its rights or obligations under this Deed.

11.2 **Assignment by Lender**

The Lender may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Facility Agreement.

12. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

13. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

14. **JURISDICTION**

- 14.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

- 14.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

- 14.3 Clause 14.1 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

15. **CHARITIES ACT 2011**

- 15.1 The Real Property charged is held by the Company, 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.

- 15.2 The members of the board of the Company executing this charge on behalf of the Company being the persons who have the general control and management of its administration certify in their capacity as members of the board of the Company that they have power under its trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Details of Mortgaged Properties

Part 1 - Details of Mortgaged Properties

	Address	Title Number
1.	Hall Grange, Shirley Church Road, Croydon, CR9 5AL comprising: (i) part only of the subjects registered under SGL627017 as shown edged red (but excluding the area shaded blue) on Plan 1 annexed; (ii) the whole of the subjects registered under SGL615493; and (iii) part only of the subjects registered under SY154165 as shown edged red (but excluding the area outlined in blue) on Plan 2 annexed.	SGL627017 (Part only) SGL615493 SY154165 (Part only)
2.	Langholme, Arwenack Avenue, Falmouth TR11 3LD and land at Arwenack Manor, Goven Place, Falmouth.	CL214797 CL226430

Part 2 - Insurances

Brief description of policy, including policy number	Date of policy	Insurance Company/broker (include addresses for service of notices)
Building and contents insurance Policy number [REDACTED]	29 September 2020	Aviva Insurance Limited

SCHEDULE 2

Notices

Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the "**Policy**").
1. We give you notice that, under a mortgage dated [DATE], we have assigned to [LENDER] (the "**Lender**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
2. We may not agree to amend or terminate the Policy without the prior written consent of the Lender.
3. Until you receive written notice to the contrary from the Lender, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Lender.
4. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 4.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Lender may from time to time request; and
 - 4.2 to give at least 30 days' notice to the Lender if you propose to:
 - 4.2.1 repudiate, rescind or cancel the Policy;
 - 4.2.2 treat the Policy as avoided in whole or in part;
 - 4.2.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Lender the opportunity to rectify any such non-payment of premium within the notice period); or
 - 4.2.4 otherwise decline any claim under the Policy by or on behalf of any insured party.
5. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Lender.
6. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
7. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Lender (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[COMPANY]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF LENDER]

Copy to: [NAME AND ADDRESS OF COMPANY]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
For and on behalf of
[INSURANCE COMPANY / UNDERWRITER]

For the purpose of providing the certificate under Clause 15.2 of this Deed

Executed as a Deed by

[Redacted]

..... and

(A.n. Burkitt)

.....
being two trustees authorised to execute this Deed on behalf of all of the trustees of
METHODIST HOMES pursuant to a resolution under section 333 of the Charities Act 2011

Witness to Trustee 1 signs

[Redacted]

Witness to Trustee 1 prints name

ROBIN N. BURKITT

Witness to Trustee 1's address

[Redacted]

Witness to Trustee 1's occupation Retired

Witness to Trustee 2 signs

Witness to Trustee 2 prints name

.....

Witness to Trustee 2's address

Witness to Trustee 2's occupation

.....

For the purpose of providing the certificate under Clause 15.2 of this Deed

Executed as a Deed by

[Redacted]

and

being two trustees authorised to execute this Deed on behalf of all of the trustees of
METHODIST HOMES pursuant to a resolution under section 333 of the Charities Act 2011

Witness to Trustee 1 signs

[Redacted]

Witness to Trustee 1 prints name

M. MCGRATH

Witness to Trustee 1's address

[Redacted]

Witness to Trustee 1's occupation

Director

Witness to Trustee 2 signs

Witness to Trustee 2 prints name

.....

Witness to Trustee 2's address

Witness to Trustee 2's occupation

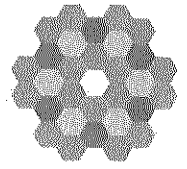
.....

ANNEXURE 1

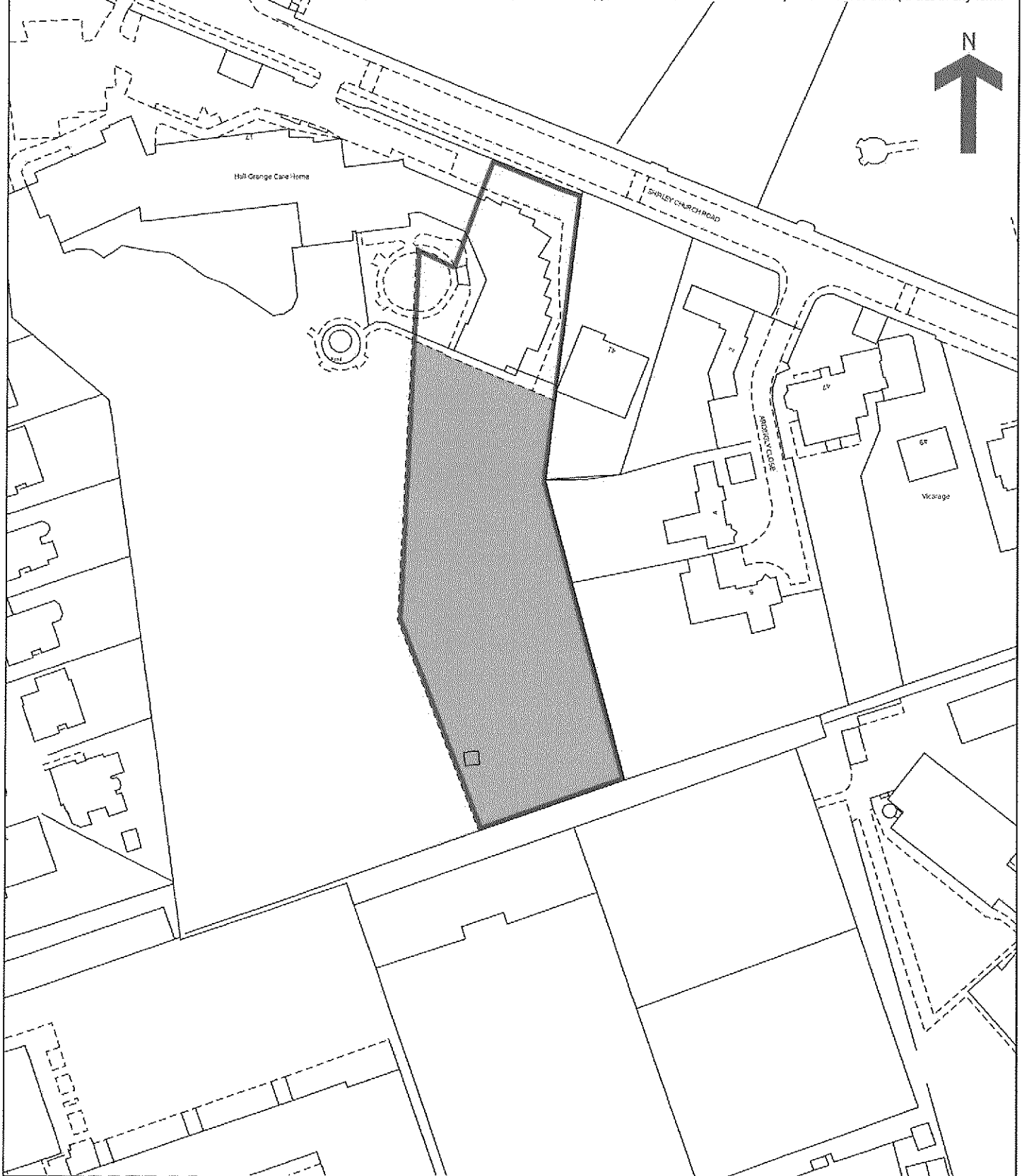
Plan 1

HM Land Registry
Official copy of
title plan

Title number **SGL627017**
Ordnance Survey map reference **TQ3565SE**
Scale **1:1250**
Administrative area **Croydon**



© Crown copyright and database rights 2019 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

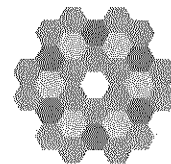


ANNEXURE 2

Plan 2

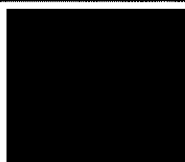
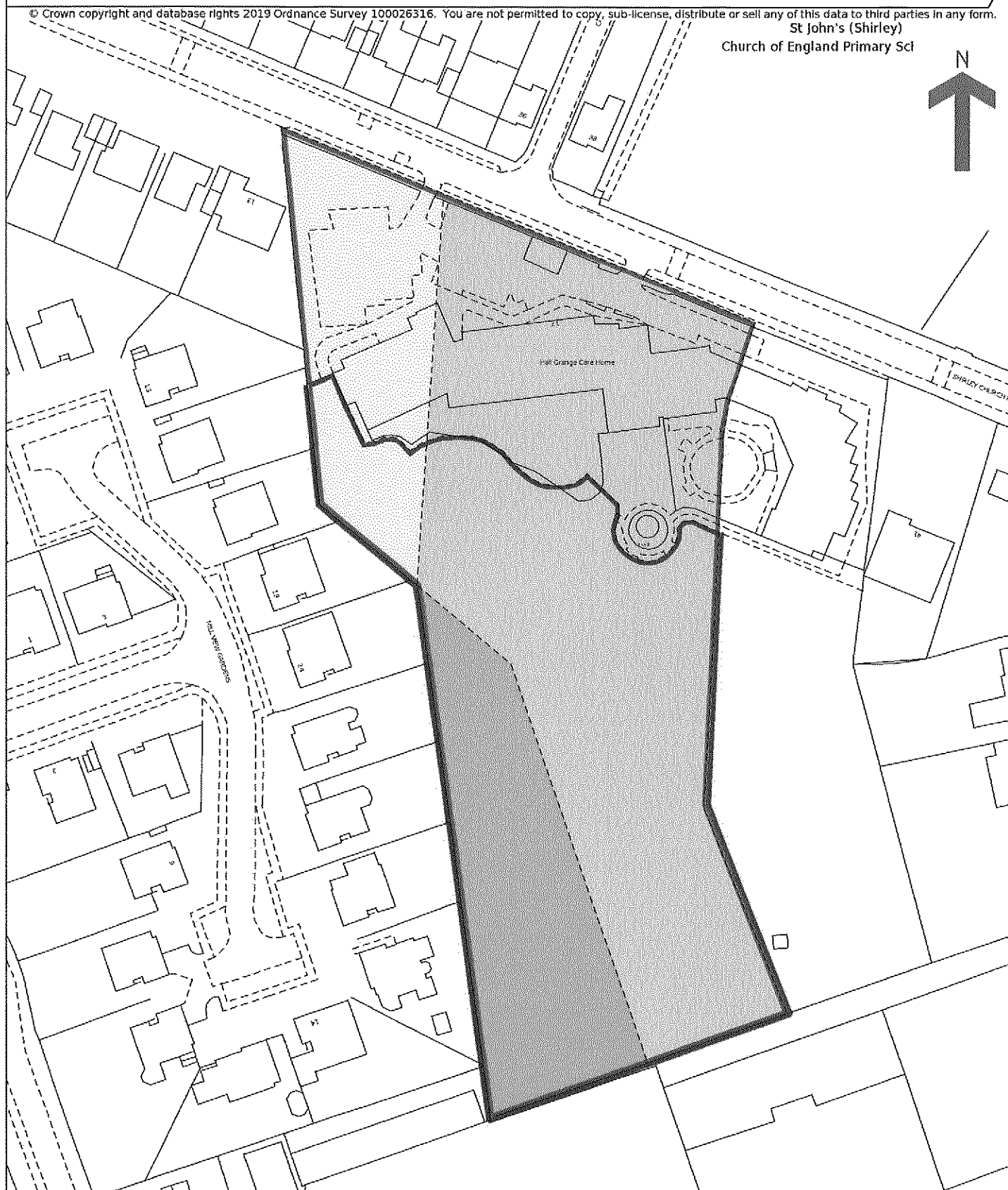
HM Land Registry
Official copy of
title plan

Title number **SY154165**
Ordnance Survey map reference **TQ3565SE**
Scale **1:1250**
Administrative area **Croydon**



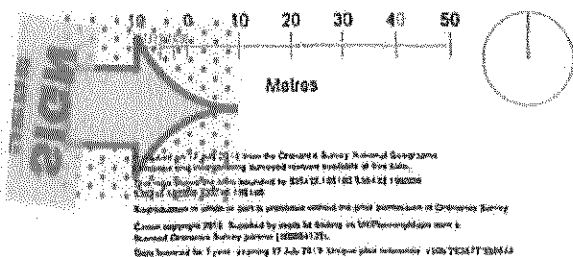
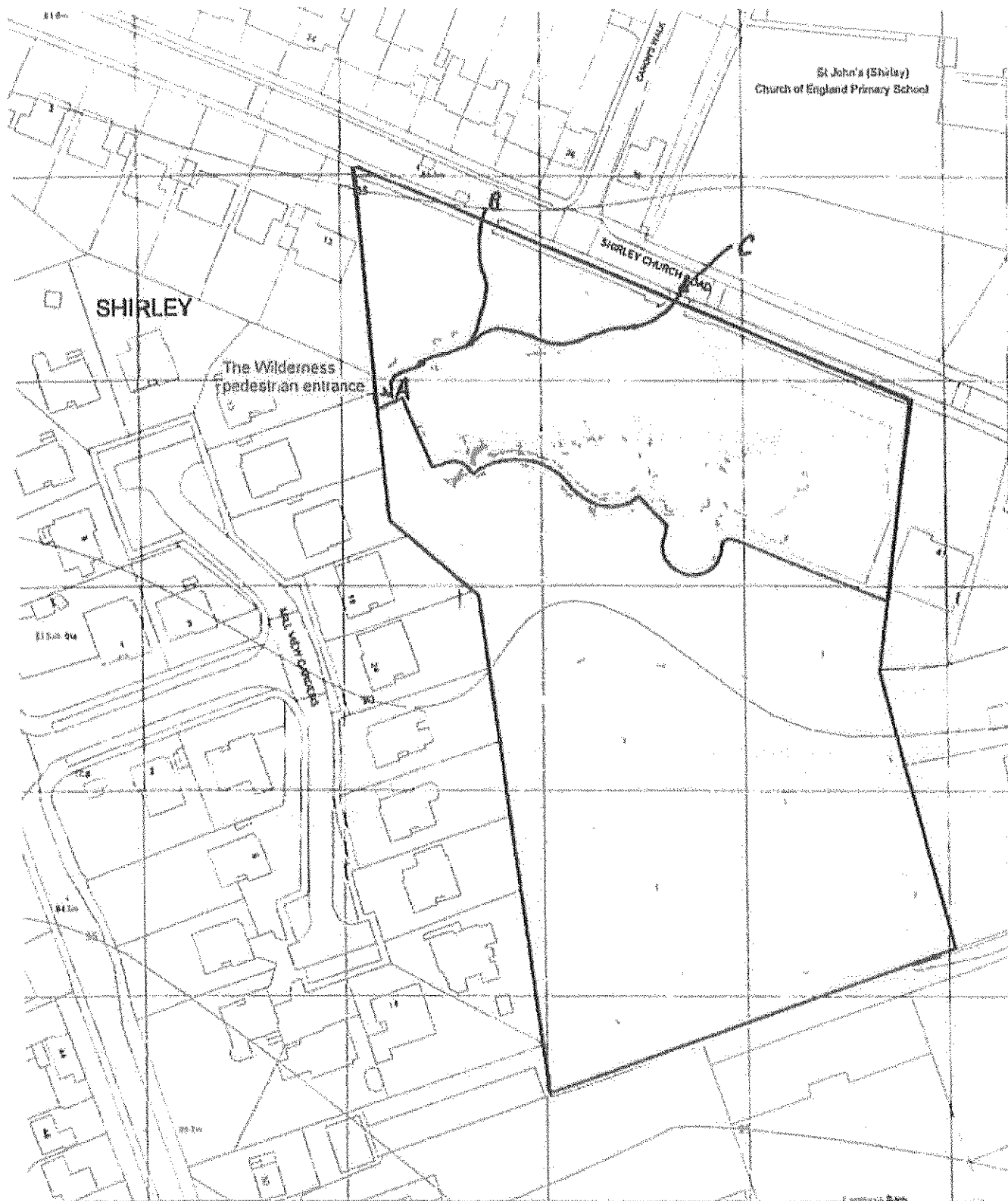
© Crown copyright and database rights 2019 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

St John's (Shirley)
Church of England Primary Sch



ANNEXURE 3

Plan 3



Drawing Title: Land Charge

Drawing No: N/A

Scale: 1:1250 @ A4

Project: The Wilderness Garden

Client: MHA

Date: 17/07/18

KEY

Area of land charge

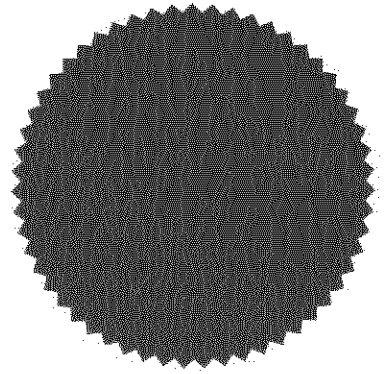


bringing quality to later life

EXECUTION

The Company

THE COMMON SEAL OF **METHODIST HOMES**)
 was hereunto affixed in the presence of:)
)
)



Authorised
 Signatory

X



X

VP

Authorised
 Signatory name
 (block capitals)

X VICTORIA PARKINSON

Authorised
 Signatory



} DR

Authorised
 Signatory name
 (block capitals)

X DAN REYNOLDS X

The Lender

Executed as a deed by , as attorney for)
BARCLAYS BANK PLC,)
 in the presence of:)
)

.....
 as attorney for **BARCLAYS BANK PLC**

Witness signature:

Witness name:

Witness address:

EXECUTION**The Company**

THE COMMON SEAL OF **METHODIST HOMES**)
 was hereunto affixed in the presence of:)
)
)

Authorised
 Signatory _____

Authorised
 Signatory name
 (block capitals) _____

Authorised
 Signatory _____

Authorised
 Signatory name
 (block capitals) _____

The Lender

Executed as a deed by _____, as attorney for)
BARCLAYS BANK PLC,)
 in the presence of:)
)

as attorney for **BARCLAYS BANK PLC**

Witness signature: _____

Witness name: **TERESA KILSBY**

Witness address: _____