



Registration of a Charge

Company name: **BRISTOL ROVERS (1883) LIMITED**

Company number: **04501223**



X3MCYKRU

Received for Electronic Filing: **09/12/2014**

Details of Charge

Date of creation: **05/12/2014**

Charge code: **0450 1223 0016**

Persons entitled: **MSP CAPITAL LIMITED**

Brief description: **LAND ON THE NORTH EAST SIDE OF STRATHMORE ROAD HORFIELD
(REGISTERED UNDER TITLE NO BL42870)**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TEMPLE BRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4501223

Charge code: 0450 1223 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by BRISTOL ROVERS (1883) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2014 .

Given at Companies House, Cardiff on 10th December 2014

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

**Legal charge of a
registered estate**

Land Registry

CH1

This form should be accompanied by Form AP1 or Form FR1. If you need more room than is provided for in a panel use continuation sheet CS and attach to this form.

1. Title number(s) of the Property <i>Leave blank if not yet registered.</i> BL42870
2. Property Land on the North East Side of Strathmore Road Horfield
3. Date 5th December 2014
4. Lender <i>Give full name(s) and company's registered number, if any.</i> MSP CAPITAL LIMITED (Company Number 01543169)
5. Borrower for entry on the register <i>Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.</i> BRISTOL ROVERS (1883) LIMITED (Company Number 04501223)
6. The Borrower with full title guarantee charges the Property by way of legal mortgage as security for the payment of the sums detailed in panel 8
7. <i>Place "X" in the appropriate box(es).</i> <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 and the Lender apply to enter the following restriction in the proprietorship register of the registered estate <i>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of MSP Capital Limited referred to in the charges register, or, if appropriate, signed on such proprietor's behalf, by its secretary or its conveyancer</i>
8. Additional Provisions

8.1 Borrower's Obligations

The Borrower will pay to the Lender on demand all of the Borrowers obligations. The Borrower's Obligations are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:-

- 8.1.1 interest at the rate charged by the Lender, calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or in the absence of agreement, monthly on the days selected by the Lender.
- 8.1.2 any expenses, fees, costs, charges and liabilities paid and incurred by the Lender (on a full indemnity basis and with interest from the date of payment) whether incurred directly or indirectly in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal fees, other professional fees, disbursements and VAT thereon)
- 8.1.3 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

8.2 Charge

The Borrower, as a continuing security for its obligations and with full title guarantee:-

- 8.2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage.
- 8.2.2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future:
 - 8.2.2.1 any other interest in the Property;
 - 8.2.2.2 all rents receivable from any lease granted in respect of the Property;
 - 8.2.2.3 all the goodwill of the Borrower's business carried on at the Property; (if any)
 - 8.2.2.4 all fixtures and fittings not forming part of the Property;
 - 8.2.2.5 all plant and machinery at the Property, including any associated warranties and maintenance contracts;
 - 8.2.2.6 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business; and
 - 8.2.2.7 the proceeds of any insurance affecting the Property.

8.3 Restrictions relating the Property (or any part of it)

The Borrower will not, without the Lender's written consent:-

- 8.3.1 permit or create any mortgage, charge or lien on (or over) the Property.
- 8.3.2 dispose of the Property.
- 8.3.3 grant, or accept a surrender of, any lease or licence in respect of the Property or consent to a tenant assigning or subletting the Property.
- 8.3.4 part with or share possession or occupation of the Property.

8. 4 Land Registry

- 8.4.1 The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 7 of this Charge.
- 8.4.2 The Lender may also register any proprietary arrangements at the Land Registry which will then be publicly available.

8. 5 Property Undertakings

The Borrower will:-

- 8.5.1 permit the Lender at any time to inspect the Property.
- 8.5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, full value terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense.
- 8.5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations.
- 8.5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property.
- 8.5.5 keep the Property in good condition.
- 8.5.6 not, without the Lender's written consent, undertake any demolition or carry out any development at or make any alterations of whatsoever nature to the Property.

8. 6 Possession and Exercise of Powers

- 8.6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession of the Property until the Lender takes possession.

- 8.6.2 If the Lender makes a demand, the Lender may then take possession of the Property and exercise any of its other powers.
- 8.6.3 Any purchaser or third party dealing with the Lender or receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 8.6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

8.7 Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8.8 Powers of the Lender and of the Receivers

8.8.1 The Lender or any receiver may:

- 8.8.1.1 carry on the Borrower's business that is conducted at the Property. (if any)
- 8.8.1.2 enter, take possession of, and /or generally manage the Property.
- 8.8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.
- 8.8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power.
- 8.8.1.5 sell, lease, grant individual leases if and when appropriate, surrender or accept surrenders of leases, charge or deal with the Property all without restriction, including disposing of any fixtures separately.
- 8.8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.
- 8.8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 8.8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 8.8.1.9 employ advisers, consultants, managers, agents, workmen and others.
- 8.8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 8.8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

8.8.2 Joint receivers may exercise their powers jointly or separately.

- 8.8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 8.8.4 The Lender may exercise any of its powers even if a receiver has been appointed.
- 8.8.5 The receiver may dispose of any of the Borrower's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Borrower.
- 8.8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.8.7 Any credit balance with the Lender will not be repayable or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.
- 8.8.8 Section 103 of the Law of Property Act 1925 shall not apply and the Lender (or any receiver) may exercise its power of sale and other powers under that or any other Act or this deed at anytime after the date of this deed
- 8. 9 Application of Payments**
- 8.9.1 The Lender may apply any payments received from or on behalf of the Borrower to reduce any of the Borrower's Obligations, as the Lender may decide.
- 8.9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender after the date of that notice will be applied first to repay any of the Borrower's Obligations arising after that date.
- 8. 10 Preservation of other Security and Rights and Further Assurance**
- 8.10.1 This deed is in addition to any other security for the Borrower's Obligations held by the Lender now or at anytime in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights.
- 8.10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

8.11 Power of Attorney

To give effect to this deed and to secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender and separately any receiver, to be the Attorney of the Borrower (with full power of substitution and delegation), in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

8.12 More than One Borrower

Where the Borrower is more than one entity the Borrower's Obligations include their joint and several liabilities. References to Borrower are to them together or separately.

8.13 Consents, Notices and Demands

8.13.1 All consents, notices and demands must be in writing.

8.13.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact address last provided by the Borrower to the Lender.

8.13.3 A notice or demand signed by an authorised signatory or representative of the Lender will be effective at the time of personal delivery; on the second business day after posting; or if sent by fax, at the time of sending if sent before 6.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday.

8.13.4 A notice from the Borrower to the Lender will be effective on receipt.

8.14 Transfers and Assignment

The Lender may assign the benefits of this deed to any third party or allow any person or entity to take over any of its rights and duties under this deed.

The Borrower hereby authorises the Lender to give any such third party, person or entity (or its /their agents) whatever financial or other information they may require about the Borrower.

References to the Lender in this deed specifically include its successors and assignees.

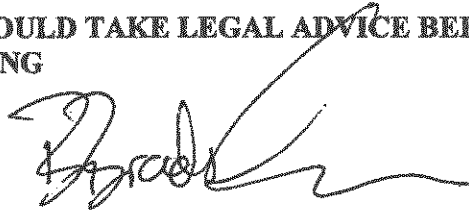
8.15 Law

8.15.1 This deed is governed by English law and the English courts have exclusive jurisdiction.

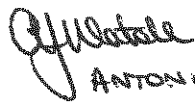
8.15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE
SIGNING**

SIGNED as a DEED on behalf of
BRISTOL ROVERS (1883) LIMITED
acting by a Director in the presence of



Witness Signature
Witness Print Name
Witness Print Address


ANTONI WATOLA
32 HOPKINS CLOSE,
THORBURY
BRISTOL
BS35 2PX