



**Registration of a Charge**

Company Name: **GREY GOOSE LIMITED**

Company Number: **08452132**



XCIY4YOA

Received for filing in Electronic Format on the: **22/12/2023**

**Details of Charge**

Date of creation: **22/12/2023**

Charge code: **0845 2132 0013**

Persons entitled: **ROSS LLOYD TOMLYN AND LANCE ERIC TOMLYN**

Brief description: **14-18, 20, 22, 24 AND 26 LOUGHBOROUGH ROAD MOUNTSORREL LE12 7AT**

**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: **ROY ROLLINGS**



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

Company number: 8452132

Charge code: 0845 2132 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by GREY GOOSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2023 .

Given at Companies House, Cardiff on 29th December 2023

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

*22nd December*

2023

**Grey Goose Limited**

(as Chargor)

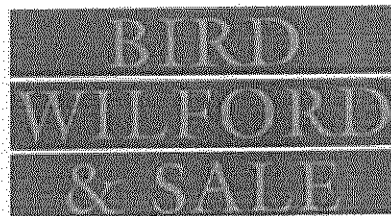
- AND -

**Ross Lloyd Tomlyn and Lance Eric Tomlyn**

(as Lender)

**LEGAL CHARGE**

14-18, 20, 22, 24 and 26 Loughborough Road, Mountsorrel LE12 7AT



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THIS LEGAL CHARGE is made on

22nd December

2023

BETWEEN:

- (1) **Grey Goose Limited** incorporated and registered in England and Wales with company number 08452132 whose registered office is at Eltham House, 6 Forest Road, Loughborough, Leicestershire LE11 3NP (the "**Chargor**"); and
- (2) **Ross Lloyd Tomlyn** of 8 Watling Street, Mountsorrel, Loughborough, Leicestershire, LE12 7BD and **Lance Eric Tomlyn** of 5 Tate Grove, Hardinstone, Northampton, NN4 6UY (the "**Lender**").

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

In this deed:

**Business Day:** means a weekday other than a Saturday, Sunday or national holiday;

**Charged Assets:** means the Property and the other assets charged under clause 3 (*Charge*) including any part thereof and any interest therein;

**Default:** means where the Chargor commits any breach of its covenants or obligations under this deed or the Loan Agreement or it becomes apparent that any relevant representation, warranty or undertaking from time to time made to the Lender by the Chargor is or has become materially incorrect or misleading or if the Chargor enters into liquidation whether voluntarily or compulsory (unless for the purpose of reconstruction or amalgamation not involving material reduction in its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administrative receiver appointed over any of its assets or a petition for the appointment of an administrator over it is presented or it proposes or makes a voluntary arrangement or other composition or arrangement with creditors.

**Loan Agreement:** means a loan facility agreement dated [22/12/2023] made between (1) Ross Lloyd Tomlyn and Lance Eric Tomlyn (2) Grey Goose Limited and (3) Raffaele Roberto Russo

**Obligations:** in relation to the Chargor, means all obligations and liabilities of any kind on the part of the Chargor in the Loan Agreement whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else;

**Property:** the freehold land being 14-18, 20, 22, 24 and 26 Loughborough Road, Mountsorrel LE12 7AT registered at the Land Registry under title number LT370536 (and references to the Property include, without limitation, any part of it); and

**Secured Obligations:** means the Obligations undertaken to be paid or discharged including:

- (a) the capital loan, interest in other sums specified in the Loan Agreement as varied from time to time by agreement between the Lender and the Chargor;
- (b) on a full and unlimited indemnity basis, all expenses directly or indirectly incurred

by the Lender in connection with the Property or the creation, registration or enforcement of this deed or the exercise of any powers or remedies under it; and

- (c) interest on all the above at the rates, times and manner applicable under the Loan Agreement, both after and before any judgement.

1.2 Unless a contrary indication appears, a reference in this agreement to:

- (a) the "Chargor", the "Lender" or to any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;
- (c) a time of day is a reference to London time;
- (d) the words "including" and "include" shall be construed as being by way of illustration and shall not limit the generality of any preceding words;
- (e) any gender includes reference to the other genders; and
- (f) the singular includes reference to the plural and vice versa.

1.3 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

## **2. CHARGOR'S OBLIGATIONS**

The Chargor covenants with the Lender as follows:

- 2.1 The Chargor will pay to the Lender the Secured Obligations to the Lender on their due dates under the Loan Agreement or, when no date is prescribed on or after Default on demand all the Chargor's Obligations to the Lender from time to time when they become due for payment or discharge;
- 2.2 The Chargor agrees to reimburse any expenses the Lender or a receiver incurs (on a full indemnity basis) in connection with the Charged Assets or in taking, perfecting, protecting, enforcing or exercising any power under this deed;
- 2.3 To comply with all statutes and covenants affecting the Property and any requirements lawfully imposed under them;
- 2.4 To pay all present and future rates, taxes and outgoings relating to the Property;
- 2.5 To allow the Lender and its representatives to enter and inspect the Property at reasonable times;
- 2.6 Not to create or permit any other mortgage or charge or any lien, option, contract, right of pre-emption or other encumbrance over, or dispose of the Property; and
- 2.7 To ratify and confirm any instrument executed or anything else done by the Power of Attorney contained in clause 12.

## **3. CHARGE**

- 3.1 This Legal Charge is expressly made for securing present and further advances;
- 3.2 The Chargor, as a continuing security for the payment of the Secured Obligations and with full title guarantee:
  - 3.2.1 charges to the Lender by way of a first fixed charge, all insurance policies relating to

the Property and proceeds of that insurance and all other interest in the Property and all rents, rights, licences, warranties, guarantees and contracts relating to it.

**4. RESTRICTIONS**

The Chargor will not, without the Lender's consent dispose of the Charged Assets.

**5. LAND REGISTRY**

No disposition of the registered estate (other than a charge) 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 [22 December 2023] in favour of Ross Tomlyn and Lance Tomlyn referred to in the charges register."

**6. PROPERTY UNDERTAKINGS**

The Chargor will:

- 6.1 permit the Lender at any time on reasonable notice to inspect the Property;
- 6.2 keep the Property insured against comprehensive risks to the Lender's reasonable satisfaction for the full reinstatement cost including professional fees (and, if the Property is left, against 2 years loss of rent) and to give the insurance policies and evidence of cover to the Lender on request (and if the Chargor fails to provide evidence of such insurance the Lender may insure the Property at the Chargor's cost) and to notify the insurers of the Lender's interest in the insurance proceeds.
- 6.3 to ensure that all monies payable under any insurance of the Property are used in making good the loss or damage for which they are paid or that they are paid to the Lender to reduce or discharge the Secured Obligations; and
- 6.4 keep the Property in good condition.

**7. POSSESSION AND EXERCISE OF POWERS**

- 7.1 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 Chargor will continue in possession until the Lender takes possession.
- 7.2 If the Lender makes a demand under this deed, the Lender may then take possession of the Charged Assets or exercise any of its other powers without further delay.
- 7.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 The Lender will not be liable to account to the Chargor for any money not actually received by the Lender.

**8. APPOINTMENT OF RECEIVER**

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

## **9. POWERS OF THE LENDER AND RECEIVERS**

- 9.1 The Lender or any receiver may deal with the Charged Assets in any manner (including carrying out works) and sell, lease, charge or take any action to realise the Charged Assets or the income from the Charged Assets. The Lender or receiver may borrow and secure the repayment of any money, in priority to the Secured Obligations, for these purposes.
- 9.2 Joint receivers may exercise their powers jointly or separately.
- 9.3 A receiver will first apply any money received from the Charged Assets 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.
- 9.4 The Lender may exercise any of its powers even if a receiver has been appointed.
- 9.5 The receiver may dispose of any of the Chargor'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 Chargor.
- 9.6 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand.
- 9.7 In addition to the powers given to mortgagees by the Law of Property Act 1925, the Lender may:
- 9.7.1 take over the management of the Property;
  - 9.7.2 grant, vary or accept a surrender of any lease of the Property, or agree to do so without restriction and without going into possession of the Property and give a valid receipt for any premium or any payments so obtained;
  - 9.7.3 apply for any planning permission, building regulation approvals or other consents relating to the Property;
  - 9.7.4 carry out any repairs, alterations or additions or complete any works already commenced at the Property and remedy any breaches of the Chargor's covenants in this deed relating to the Property;
  - 9.7.5 sell, convert into money and realise the Property;
  - 9.7.6 conduct any litigation or compromise any claim relating to the Property;
  - 9.7.7 affect insurance in respect of the Property or any related contingency; and
  - 9.7.8 engage or employ contractors, workman and professionals, purchase materials and equipment and do anything else incidental to, or necessary or desirable for, any of the above purposes.

## **10. APPLICATION OF PAYMENTS**

The Lender may apply any payments received for the Chargor to reduce any of the Secured Obligations, as the Lender decides.

## **11. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE**

- 11.1 This deed is in addition to any other security or guarantee for the Secured Obligations held by the Lender now or 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 guarantee or any of the Lender's other rights.
- 11.2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender (acting reasonably), to perfect or enhance the Lender's security under this deed.



**12. POWER OF ATTORNEY**

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

**13. RELEASE**

Once the Secured Obligations have been paid and discharged in full, the Lender shall promptly take whatever action is necessary to release the Charged Assets from the security constituted by this deed.

**14. NOTICES**

14.1 All consents, notices and demands must be in writing to the address for each party listed at the beginning of this deed (or to such other address as a party shall have notified to the other party by not less than 5 Business Days' notice).

14.2 A notice or demand will be effective at the time of personal delivery; on the fifth Business Day after posting by pre-paid first class post; or, if 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.

**15. TRANSFERS**

15.1 The Lender may allow any person to take over any of its rights and duties under this deed. The Chargor authorises the Lender to give that person or its agent any financial or other information about the Chargor. References to the Lender include its successors.

15.2 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this deed.

**16. LAW**

16.1 English law governs this deed and the English courts have exclusive jurisdiction.

16.2 For the benefit of the Lender, the Chargor Irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with

this deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

EXECUTED AND DELIVERED as a DEED on the date stated at the beginning of this deed.

#### EXECUTION CLAUSES

##### The Chargor

EXECUTED AS A DEED by  
GREY GOOSE LIMITED

acting by a Director RAFFAELE ROBERTO RUSSO  
(name) in the presence of:

.....  
Witness signature

.....  
Witness name

.....  
Witness address

.....  
Witness Occupation

SIGNED AS A DEED by  
ROSS LLOYD TOMLYN

Witness signature

.....  
Witness name

ANGELA ACORIDGE.....

.....  
Witness address

Receptionist.....

Witness Occupation

R. Tauly

Moss Solicitors, 80-81, Woodgate  
Loughborough LE11 2XE

SIGNED AS A DEED by  
LANCE ERIC TOMLYN



Witness signature



Witness name

OLIVIA KERRY

.....

6, THE GILVE, HADDONSTONE, NORTHAMPTON NN4 6UY

Witness address

Witness Occupation

POLICE CIVILIAN