



Registration of a Charge

Company name: **BREWHAM ROAD (BRUTON) INVESTMENTS LIMITED**
Company number: **11330658**



X951M9YR

Received for Electronic Filing: **14/05/2020**

Details of Charge

Date of creation: **12/05/2020**
Charge code: **1133 0658 0001**
Persons entitled: **RST SECURITIES LIMITED**
Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **MELANIE OMIROU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11330658

Charge code: 1133 0658 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2020 and created by BREWHAM ROAD (BRUTON) INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2020 .

Given at Companies House, Cardiff on 15th May 2020

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 DEBENTURE is made on 12th May 2020

BETWEEN

- (1) **BREWHAM ROAD (BRUTON) INVESTMENTS LIMITED** (Company Registration Number 11330658) whose registered office is at 2nd Floor, Regis House, 45 King William Street, London EC4R 9AN (the “**Company**”)
and
(2) **RST SECURITIES LIMITED** (Company Registration Number 11425181) whose registered office is at 2nd Floor, Regis House, 45 King William Street, London EC4R 9AN (the “**Debenture Holder**”)

This Deed witnesses:

1. Definitions and interpretation

In this Deed unless the context requires otherwise:

1.1 the Debenture Holder

shall where the context so admits include its personal representatives and assigns;

1.2 the Development Companies

means all those companies being subsidiaries or associated companies of the Company carrying out the business of the development of land for residential, commercial and/or retail purposes to whom the Lenders have loaned monies on terms requiring the Debenture Holder to enter into a deed of guarantee and indemnity of the liabilities of the Development Companies to the Lender;

1.3 the Guarantees

means all or any guarantees entered into, whether before or after the date of this debenture by the Debenture Holder as guarantor with the Lenders in respect of the liabilities of the Development Companies to the Lenders;

1.4 the Lenders

means all those persons or companies which have loaned monies to the Development Companies the prepayment of which is not secured by registered charge, whether fixed or floating or fixed and floating over the assets and/or real property and/or undertaking of the Development Companies and who have loaned

monies to the Development Companies subject to a condition that the Guarantees are entered into;

1.5 the Secured Sum

means all or any sums as the Debenture Holder shall be called upon from time to time to pay and shall pay under the Guarantees.

1.6 In this Deed unless the context requires otherwise:

- 1.6.1 terms defined in the Companies Act 2006 have the same meanings;
- 1.6.2 reference to any statute or statutory provision includes a reference to:
- 1.6.3 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated, and all statutory instruments or orders made pursuant to it;
- 1.6.4 words denoting the singular shall include the plural and vice versa; and
- 1.6.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.

2. Covenant to pay

The Debenture Holder holds the benefit of this Debenture on trust for each of the Lenders and in consideration of the Debenture Holder having guaranteed the payment of all sums due under the Guarantees the Company covenants that it will on demand pay to the Debenture Holder the Secured Sum and all costs charges and expenses to which the Debenture Holder shall be put by reason of the Guarantees.

3. Charging provisions

As security for the payment of all sums from time to time due under the Guarantees and all other money intended to be secured by this Deed the Company with full title guarantee charges by way of first floating charge all book or other debts, monetary claims, revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and other debts monetary claims revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities debentures, legal and equitable charges and other security reservation of proprietary rights of trading liens and all other rights and remedies of any nature in respect of such property and its undertaking property receivables and other assets both present and

future wheresoever situate including its uncalled capital (the “**Charged Assets**”) in favour of the Debenture Holder.

4. Conversion of floating charge into specific charge

The Debenture Holder may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly execute over such assets a fixed charge in favour of the Debenture Holder in such form as the Debenture Holder shall require.

5. Company Covenants

5.1 The Company covenants that it will not without the prior written consent of the Debenture Holder sell, assign, discount pledge, charge or otherwise dispose of all or any part of the debts and other property described in clause 3 above or deal with save in accordance with clause 5.2 below.

5.2 Notwithstanding anything in this Deed if the Company charges pledges or otherwise encumbers any of the Charged Assets contrary to clause 5.1 above or attempts to do so without the prior written consent of the Debenture Holder or if any creditor or other person takes or attempts to take control of, or initiates or attempts to initiate any other process of enforcement against any of the Charged Assets the floating charge created under this Deed over those assets shall automatically without notice become and operate as a fixed charge instantly on such event occurring.

5.3 The Company certifies that this Debenture does not contravene any of the provisions of its constitution and has been properly authorised and executed in accordance with it.

5.4 The Company covenants with the Debenture Holder that during the continuance of this Deed the Company will and shall procure that each of its subsidiaries will at all times:

5.4.1 conduct and carry on its business in a proper, efficient and business-like manner and not make any substantial alteration in the nature or mode of conduct of that business and not make or incur any expenditure or liabilities of an exceptional or unusual nature and to keep and cause to be kept proper books of account relating to such business; and

5.4.2 get in and realise all book and other debts over assets charged under clause 3 above in the ordinary course of its business; and

- 5.4.3 not without the previous consent in writing of the Debenture Holder to make or incur any expenditure or liabilities of an exceptional or unusual nature; and
- 5.4.4 execute and do all such assurances and things as the Debenture Holder may reasonably require for perfecting the security constituted by this debenture and to exercise all powers authorities and discretions conferred by this debenture upon the Debenture Holder or any receiver appointed by the Debenture Holder.

6. Money due on demand

S. 103 of the Law of Property Act 1925 (the “Act”) shall not apply and all monies secured shall be immediately payable on demand at any time or times and if the Company shall fail to immediately pay any monies so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise. All such monies shall also become immediately payable without any demand and this security shall become immediately enforceable and such powers exercisable without such restrictions in any of the following events:

- 6.1 If a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Company (except in the case of a reconstruction or amalgamation which has the prior written approval of the Debenture Holder) under which the new or amalgamating company assumes liability under this debenture and provides security for it in a form and amount approved by the Debenture Holder); or
- 6.2 If a receiver is appointed of the whole or any part of the Charged Assets or an encumbrance, or takes possession of, or exercises or attempts to exercise any power of sale in relation to the Charged Assets or any part of them; or
- 6.3 If a judgment or order of any court is made against the Company for payment of any sum of money exceeding £500 (five hundred pounds) and is not complied with within 28 (twenty eight) days or if a writ of execution is issued against or a distress, execution or sequestration is levied or enforced upon or sued out against any of the property of the Company ; or
- 6.4 If the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- 6.5 If the Company shall fail to observe or commit a material breach of any of the covenants or undertakings contained in Clauses 2 and 5 above; or
- 6.6 If the Company shall materially fail to observe or perform or shall commit any substantial breach of any other of the covenants, undertakings and conditions or

provisions of this debenture and, if capable of remedy, shall not remedy such breach as soon as reasonably practicable after written notice by the Debenture Holder to do so.

7. Appointment of receiver and powers

7.1 At any time after this security shall have become enforceable or at the request of the Company the Debenture Holder may by writing under the hand of any office of the Debenture Holder appoint any person to be a receiver of all or any part of the Charged Assets and none of the restrictions imposed by the Act in relation to the appointment or receivers or to the giving of notice or otherwise shall apply. The Debenture Holder may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the remunerations of any receiver.

7.2 Any receiver appointed under clause 7.1 shall be the agent of the Company for all purposes and the Company shall be solely responsible for his acts or defaults and for his remuneration and any receiver so appointed shall have power, whether immediately or at any later time in addition to any powers conferred upon a receiver by statute or common law;

7.2.1 To take possession of, collect and get in all or any part of the Charged Assets and for that purpose to take any proceedings in the name of the Company or otherwise;

7.2.2 To manage or carry on or concur in carrying on the business of the Company as s/he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Charged Assets or any part of them;

7.2.3 To sell (whether by public auction or private contract or otherwise), lease or vary or surrender leases or accept surrenders of leases of, or concur in selling, leasing, varying or surrendering leases or accepting surrenders of leases of, all or any part of the Charged Assets on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities in any other company) as s/he may think fit;

7.2.4 To settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Company or the Charged Assets or in any way relating to this security, to bring, take, defend, compromise, submit to arbitration and discontinue actions suits or proceedings whatsoever whether civil or criminal in relation to the above

matters, to disclaim, abandon or disregard all or any of the outstanding contracts of the Company and to allow time for payment of any debts either with or without security;

- 7.2.5 To give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Assets;
- 7.2.6 To make calls conditionally or unconditionally on the members of the Company in respect of its uncalled capital with the same power for that purpose of enforcing payment of any calls so made as are given by the articles of association of the Company conferred upon the directors of the Company in respect of calls authorised to be made by them and in the names of the directors or in that of the Company or otherwise and to the exclusion of the directors' power in that behalf;
- 7.2.7 To make any arrangement or compromise which he shall think expedient in the interests of the Debenture Holder;
- 7.2.8 To do all such other acts and things as s/he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Assets; and
- 7.2.9 Generally to use the name of the Company in the exercise of all or any of the powers confirmed by this debenture

PROVIDED ALWAYS that any such receiver shall in the exercise of his powers authority and discretions conform to the directions and regulations from time to time given and made by the Debenture Holder and shall not be responsible nor shall the Debenture Holder be responsible for any loss occasioned as a result. No purchaser, mortgagor, mortgagee or other person or company dealing with a receiver appointed by the Debenture Holder shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this debenture or as to the propriety or regularity of any sale by or other dealing with such receiver but any such sale or dealing shall be deemed to be within the powers conferred by this debenture and to be valid and effectual accordingly.

7.3 All money received by any receiver shall be applied by him in the following order:

- 7.3.1 In payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 7.3.2 In payment to the receiver such remuneration as may be agreed between him and the Debenture Holder at or at any time and from time to time after his appointment;

7.3.3 In or towards satisfaction of the sums due under this debenture; and

7.3.4 The surplus (if any) shall be paid to the Company or other persons entitled to it.

7.4 The powers conferred on mortgagees or receivers by the Act shall apply to any receiver appointed under this debenture as if such powers were incorporated in this debenture except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this debenture the terms of this debenture shall prevail.

8. Appointment of Attorney

The Company irrevocably and by way or security appoints the Debenture Holder and any person nominated in writing under the hand of any officer of the Debenture Holder including any receiver appointed under this debenture as attorney of the Company for the Company and in its name and on its behalf and as to act and to execute deal and deliver and otherwise perfect any do any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this debenture or which may be required or deemed proper for any of the purposes of this debenture.

9. Indemnity

The Debenture Holder and every receiver attorney manager agent or other person appointed under this debenture shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers authorities or discretions vesting in them under this debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Debenture Holder and any such receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this debenture.

10. Notices

Any demand or notice by the Debenture Holder under this debenture will be in writing signed by any officer of the Debenture Holder and may be served on the Company by leaving the demand or notice at, or sending it though the post in a prepaid envelope addressed to the Company at, the address last known to the Debenture Holder or to the registered or principle office of the Company and a demand or notice so served shall be

effective (notwithstanding that it may later be returned undeliverable) at the time it was so left or, as the case may be, at the expiry of 48 (forty eight) hours after it was posted excluding Saturdays, Sundays and bank or public holidays.

11. Continuing security

11.1 This debenture shall be a continuing security notwithstanding any settlement of account or other matter or all sums due or contingently due from time to time under the Guarantees or any of them and shall not merge with any other security which the Debenture Holder may from time to time hold.

11.2 This debenture shall remain in effect and binding on the Company notwithstanding any amalgamation or merger that may be effected by the Debenture Holder with any other company and notwithstanding any reconstruction by the Debenture Holder

12. Severability

12.1 In the event that any of the Guarantees is found or agreed to be invalid or unenforceable this Debenture shall continue as security for the remaining or future Guarantees.

12.2 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

13. Waiver

No failure or delay on the part of the Debenture Holder in exercising any right or remedy under this deed or any of the Guarantees shall operate as a waiver nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

14. Governing Law and Jurisdiction

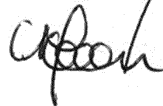
This debenture shall be governed by and construed in accordance with English law and it is irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this debenture.

Executed as A DEED by **BREWHAM ROAD (BRUTON) INVESTMENTS LIMITED**
acting by,

A director, in the presence of:



SIGNATURE OF WITNESS



NAME OF WITNESS COLLEEN MOON

ADDRESS OF WITNESS 4 THE BYWAY, POTTERS BAR, EN6 2LW

OCCUPATION OF WITNESS EXECUTIVE ASSISTANT

Executed as A DEED by **RST SECURITIES LIMITED**
acting by,

A director, in the presence of:



SIGNATURE OF WITNESS



NAME OF WITNESS COLLEEN MOON

ADDRESS OF WITNESS 4 THE BYWAY, POTTERS BAR, EN6 2LW

OCCUPATION OF WITNESS EXECUTIVE ASSISTANT

I Certify this to be
a true copy of the
original
