



Registration of a Charge

Company Name: **PEGASUS GRAB HIRE HOLDINGS LIMITED**

Company Number: **11370684**



Received for filing in Electronic Format on the: **08/08/2023**

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Details of Charge

Date of creation: **01/08/2023**

Charge code: **1137 0684 0007**

Persons entitled: **A SHADE GREENER FINANCE LIMITED**

Brief description: **ALL THAT PROPERTY KNOWN AS NARROWBOAT WAY, HURST BUSINESS PARK, BRIERLEY HILL AS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WM349649.**

Contains fixed charge(s).

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: **CLARION SOLICITORS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11370684

Charge code: 1137 0684 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2023 and created by PEGASUS GRAB HIRE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2023 .

Given at Companies House, Cardiff on 9th August 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 1 August 2023

PEGASUS GRAB HIRE HOLDINGS LIMITED

CERTIFIED A TRUE COPY

Taylor Emmet
SOLICITORS, SHEFFIELD 2-8-23

AND

A SHADE GREENER FINANCE LIMITED

LEGAL CHARGE

Relating to the freehold land and property known as Narrowboat Way, Hurst Business Park, Brierley Hill as registered at the Land Registry with title number WM349649

THIS LEGAL CHARGE is made on the 1 day of August 2023

BETWEEN:

- (1) **Pegasus Grab Hire Holdings Limited** a company registered in England and Wales with company number 11370684 whose registered office is at 14 Victoria Square, Droitwich Spa, Worcestershire, United Kingdom, WR9 8DS ("the Mortgagor") and
- (2) **A Shade Greener Finance Limited** a company registered in England and Wales with company number 10668465 whose registered office is at Sterling House, Maple Court, Maple Road, Tankersley, South Yorkshire S75 3DP ("the Lender")

NOW THIS DEED WITNESSETH as follows:-

1. Definitions and Interpretation

1.1 In this charge, unless the context otherwise required:

Act means the Law of Property Act 1925;

Charged Property means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the security created in favour of the Lender by or pursuant to this charge;

Default Fee Rate has the meaning given to that expression in the Facility Agreement;

Event of Default has the meaning given to that expression in the Facility Agreement;

Facility Agreement means the loan agreement between the Mortgagor (as borrower) and the Lender (as lender) entered into on or about the date of this charge as amended, restated, supplemented, extended or restated;

Fixtures means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures;

Mortgagor where the context so admits, includes its successors in title and Assigns;

Property means the property referred to in Schedule 1 all Fixtures in or about it and, where the context admits, reference to the "Property" include any part of it;

Related Rights means:

- (a) the proceeds of sale of any part of the Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property;

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of the Charged Property (including pursuant to any contract or policy of insurance or assurance in force at any time in relation to the Charged Property);

Secured Sums means all money and liabilities for the time being due, owing or incurred to the Lender by the Mortgagor (including without limitation under the Facility Agreement), whether actually or contingently, solely or jointly or jointly or severally with any other person, or as principal or surety, including sums becoming due under this charge and interest or other lawful charges and expenses the Lender may charge.

2. Covenant to Pay

The Mortgagor covenants with the Lender that as the Secured Sums become due for payment the Mortgagor shall pay on demand the Secured Sums to the Lender.

3. Charge

The Mortgagor with full title guarantee charges for the payment of the Secured Sums as a continuing security to the Lender:

- 3.1 all their right, title and interest from time to time in the Property by way of legal mortgage; and
- 3.2 all their Related Rights in respect of the Charged Property by way of fixed charge.

4. Covenants by the Mortgagor

4.1 The Mortgagor covenant with the Lender to observe and perform the restrictions and obligations set out below.

4.2 Repair – the Mortgagor shall keep the Charged Property in a good state of repair and in good working order and condition.

4.3 Payment of Outgoings – the Mortgagor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed or payable in respect of the Charged Property as and when they become payable and on demand must produce the receipt for such payments.

4.4 Lender's Right of Inspection – the Mortgagor must permit the Lender or any person appointed by it to inspect the Property, on reasonable notice to enter upon all buildings forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same.

4.5 Not to Alter Buildings – the Mortgagor must not, without the prior consent in writing of the Lender make any alterations to any buildings, fixed plant or machinery Fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings.

4.6 Insurance – the Mortgagor must insure such of the Charged Property as is of an insurable nature and keep them insured to their full replacement value and if so required provide the Lender with a copy of the insurance policy and the receipt for the latest premium payable under the same. The Mortgagor shall, if so required by the Lender, procure that the Lender's interest is endorsed on each insurance policy maintained by it in accordance with Clause 4.6 but without the Lender having any liability for any premium in relation to those insurance premiums.

4.7 The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Charged Property be applied in making good the loss or damage in respect of which the money is received or, if the Lender so requires, in or towards the discharge of the Secured Sums.

4.8 Observance of Terms of Conveyances etc – the Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Charged Property and binding upon the Mortgagor. The Mortgagor must also observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Charged Property or any development or the use of the Charged Property.

4.9 Creation of Other Mortgages – the Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Charged Property other than the security created by this deed without the prior written consent of the Lender and any such other mortgage to stand behind the priority of this charge.

4.10 Deposit of title documents – the Mortgagor will deposit with the Lender all deeds and documents of title relating to the Charged Property, including without limitation all deeds and documents of title relating to the Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Mortgagor (each of which the Lender shall be entitled to retain until the Secured Sums have been irrevocably and unconditionally paid and discharged in full).

4.11 Payments without deduction – The Mortgagor shall calculate and make all payments under this charge without (and free and clear of any deduction for) set-off and counterclaim.

4.12 Sale of the Mortgage Premises – the Mortgagor must not enter into or agree to enter into a transaction to sell, lease, licence, sub-licence, transfer or otherwise dispose of the Charged Property or any estate or interest in it or share or part with possession or occupation of it otherwise than in accordance with the Loan Agreement.

4.13 Perfection of Security – the Mortgagor must promptly execute and do all such assurance and things as the Lender may require for perfecting this security and protecting its priority, preserving the Charged Property, facilitating the realisation of the Charged Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by him. This shall include executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

4.14 Payment of Costs – the Mortgagor must pay on demand, all costs, charges and expenses whether in the nature of income or capital incurred by the Lender or by any receiver appointed by him in or in connection with the exercise of any power conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Charged Property.

5. Statutory Powers

The statutory power conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge. The Mortgagor shall not exercise any of the power of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained but the Lender shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable.

6. When security becomes enforceable

6.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

6.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property

7. Enforcement powers

7.1 The power of sale and other powers conferred by section 101 of the Act (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under Clause 6.

7.2 Section 103 of the Act does not apply to the security constituted by this deed.

7.3 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any security having priority to this deed shall have become exercisable, the Lender may:

- 7.3.1 redeem that or any other prior security;
- 7.3.2 procure the transfer of that security to itself; and
- 7.3.3 settle and pass any account of the holder of any prior security.

7.4 The settlement and passing of any such account shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall be, as from its payment by the Lender, due from the Mortgagor on current account and shall bear interest at the Default Fee Rate of interest and be secured as part of the Secured Sums.

7.5 No purchaser, mortgagee or other person dealing with the Lender or receiver shall be concerned to enquire:

- 7.5.1 whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
- 7.5.2 whether any power the Lender, or receiver is purporting to exercise has become exercisable or is properly exercisable; or
- 7.5.3 how any money paid to the Lender or receiver is to be applied.

7.6 If the Lender or any receiver enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

7.7 The receipt of the Lender or any receiver shall be conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender and every receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

8. Appointment of Receiver

8.1 If the security constituted by this deed has become enforceable, or at any time the Charged Property appears to the Lender to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Lender may by writing and without notice to the Mortgagor:

- 8.1.1 appoint any person to be a receiver of the Charged Property or any part of it and remove any such receiver, whether or not appointing another in his place; and
- 8.1.2 may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.

- 8.2 None of the restrictions imposed by the Act, the Insolvency Act 1986 or otherwise in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 8.3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned to:
- 8.3.1 take possession of, collect and get in the Charged Property; repair, insurance, improve, enlarge, develop, build on, reconstruct or replace the Charged Property or acquire by purchase lease or otherwise any further Charged Property, assets or rights;
 - 8.3.2 dispose of the Charged Property, or let, or surrender and accept surrenders of any lease of the Charged Property and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveyancing, transferring, leasing or accepting surrenders in the name or on behalf of the Mortgagor or otherwise;
 - 8.3.3 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Charged Property;
 - 8.3.4 make any arrangement or compromise in respect of the rights of the Mortgagor;
 - 8.3.5 appoint, employ or dismiss managers, officers, contractors or agents;
 - 8.3.6 raise or borrow money, from the Lender or otherwise, upon the security of the Charged Property;
 - 8.3.7 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him; and
 - 8.3.8 do all such other acts and things as he may consider desirable or necessary for realising any of the Charged Property, incidental or conducive to the exercise of any of the above power, and do anything in relation to the Charged Property that he could do if he were absolutely entitled to it.
- 8.4 The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agents of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for this remuneration.
- 8.5 Exercise of the Receiver's Power by the Lender – at any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender

may at his discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise.

9. Sale of the Charged Property

9.1 Where the Charged Property is sold by a receiver appointed by the Lender pursuant to this clause 9 it may be sold either:

9.1.1 together or in parcels

9.1.2 by public auction or private contract and

9.1.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.

9.2 The Lender or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient and may be in, rescind or vary any contract for sale. Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company and may be for such consideration as the Lender or the receiver as the case may be considers sufficient.

10. Money Arising on Enforcement of Security

All money arising from the exercise of the powers of enforcement of this security constituted by or pursuant to this charge shall be applied in the following order of priority:

10.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Charged Property;

10.2 in payment of the interest remaining unpaid;

10.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums;

10.4 and any other surplus may be paid to the person so entitled.

11. Liability of Lender or Receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Charged Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which the mortgagee in possession might be liable.

12. Continuing Security

This security shall be a continuing security to the Lender and shall not be consideration as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.

13. Powers of the Lender to remedy a breach

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured sums have become due, if default is at any time made by the Mortgagor in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender at its sole discretion to perform them or to settle or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the cause of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Charged Property without being deemed to be mortgagee in possession by reason of such entry.

14. Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Mortgagor time or indulgence of further credit, loans or advances, enter into any arrangements or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have form or against the Mortgagor.

15. Demands and notices

A demand or notice under this charge shall be made in writing signed by the Lender and may be served on the Mortgagor either personally or by post. A demand or notice by post may be addressed to the Mortgagor at its registered office and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered.

16. Power of Attorney**16.1 The Mortgagor irrevocably and by way of security appoints:**

16.1.1 the Lender (whether or not a Receiver has been appointed);

16.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and

16.1.3 (as a separate appointment) each receiver,

severally as its attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Mortgagor, which the Mortgagor could be required to do or execute under any provision of this charge, or which the Lender in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Lender or the receiver to exercise any of its rights or powers under this charge.

16.2 The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to clause 16.1 does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in clause 16.1.

17. Representation and Warranty

17.1 The Mortgagor represents and warrants to the Lender that the execution of this charge and the observance and performance of their obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement.

- 17.2 The Mortgagor makes the representation and warranty set out in this clause 17 to the Lender on the date of this deed and is deemed to be repeated on each date until irrevocable discharge of the Secured Sums in full with reference to the facts and circumstances existing at the time of repetition.

18. Miscellaneous

- 18.1 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this charge and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant..
- 18.2 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.
- 18.3 The Lender may at its absolute discretion and at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by the Lender of its rights under this clause 18.3 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.
- 18.4 All payments made by the Mortgagor to the Lender under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any withholding or deduction of tax as required by law).
- 18.5 No delay or omission on the part of the Lender in exercising any right of remedy under this charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this charge of that or any other right or remedy.
- 18.6 The Lender's right under this charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 18.7 Any waiver by the Lender of any terms of this charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 18.8 If at any time any one or more of the provisions of this charge is or become illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity and enforceability of the remaining provisions of this charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

- 18.9 Any certificate or determination of the Lender as to the amount of the Secured Sums or without limitation any matter provided for in this charge shall in the absence of manifest error be conclusive and binding on the Mortgagor.

19. Registered Land

The Mortgagor and the Lender hereby apply to the Land Registry for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Charged Property and any land now or in the future owned by the Mortgagor "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 [] in favour of A Shade Greener Finance Limited referred to in the Charges Register" (Form P) and a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Loan Agreement.

20. Third party rights

No person who is not a party to this deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.

21. Governing law and jurisdiction

- 21.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this Clause 21.2 shall limit the right of the Lender to take proceedings against the Borrower in any other court or competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1: THE PROPERTY

All that Property known as Narrowboat Way, Hurst Business Park, Brierley Hill as registered at the Land Registry with title number WM349649

EXECUTED AND DELIVERED AS A DEED

EXECUTED as a DEED by A SHADE GREENER
FINANCE LIMITED acting by

_____, a director in the presence of:

.....
Director

Witness Signature:

Witness Name:

Witness Address:

.....

Witness Occupation:

EXECUTED as a DEED by PEGASUS GRAB HIRE

HOLDINGS LIMITED acting by

Antony David Hall, a director in the presence
of:

.....
Director

Witness Signature:

.....

Witness Name:

Philip John Jordan

Witness Address:

.....

Witness Occupation: Director

.....