



Registration of a Charge

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

Company number: **04501223**



X4MEM574

Received for Electronic Filing: **16/12/2015**

Details of Charge

Date of creation: **27/11/2015**

Charge code: **0450 1223 0019**

Persons entitled: **SAINSBURY'S SUPERMARKETS LIMITED**

Brief description: **THE MEMORIAL STADIUM, FILTON AVENUE, HORFIELD, BRISTOL, BS7 0BF REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER BL58342**

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: **BURGES SALMON LLP (CH15)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4501223

Charge code: 0450 1223 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2015 and created by BRISTOL ROVERS (1883) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015 .

Given at Companies House, Cardiff on 17th December 2015

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

Land Registry
Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: BL58342
2	Property: The Memorial Stadium Filton Avenue Horfield Bristol BS7 0BF
3	Date: 27 November 2015
4	Borrower: BRISTOL ROVERS (1883)LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04501223 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: SAINSBURY'S SUPERMARKETS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03261722 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 33 HOLBORN LONDON EC1N 2HT

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

DATE: 7 December 2015

SOLICITOR'S REFERENCE: DB10
BURGES SALMON LLP

One Glass Wharf, Bristol BS2 0ZX
Burgess Salmon LLP is regulated by The Solicitor Regulation Authority

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

- 7 The borrower with
- full title guarantee
 - limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8 The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

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 Sainsbury's Supermarkets Limited referred to in the Charges register, or, if appropriate, signed on such proprietor's behalf, by its secretary or its conveyancer.

9 Additional provisions

This charge is provided as security for the Lender's potential legal costs (in a sum to be subject to assessment if not agreed) of the Appeal between the parties under Court of Appeal reference A3/2015/2702, in the event that the Borrower is ordered by the Court of Appeal to pay such costs.

The security provided pursuant to this charge shall be capped in any event at a maximum of £199,000.


This charge will be subject to the additional provisions set out in the attached annexe

10 Execution

Executed as a deed by BRISTOL ROVERS (1883) LIMITED acting by two directors

Signature	
	Director
Signature	
	Director

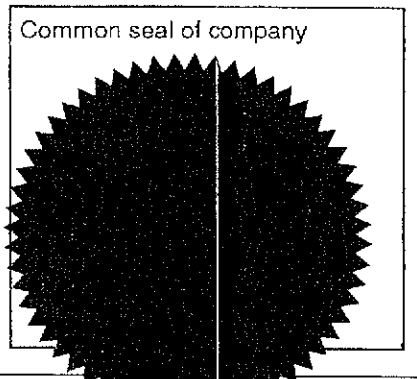
The common seal of SAINSBURY'S
SUPERMARKETS LIMITED was affixed
in the presence of:-



Authorised Signatory



Authorised Signatory



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

CH1 – MEMORIAL STADIUM, FILTON AVENUE, HORFIELD, BRISTOL BS7 0BF
BOX 9 (ADDITIONAL PROVISIONS) - ANNEXE

9.1 Definitions

The following definitions shall apply in this Deed:-

- 9.1.1 **"Appeal"** means the proceedings under reference A3/2015/2702 in the Court of Appeal;
- 9.1.2 **"Borrower's Obligations"** has the meaning given in paragraph 9.2;
- 9.1.4 **"paragraph"** is a reference to a paragraph in this annex; and
- 9.1.3 **"Receiver"** means a receiver or a receiver and manager of any or all of the Property.

9.2 Borrower's Obligations

- 9.2.1 The Borrower's Obligations are all the Borrower's liabilities to the Lender under any costs order made in the Appeal and include:-
 - 9.2.1.1 legal expenses (including fees of solicitors and Counsel) incurred by or on behalf of the Lender and ordered to be paid under any costs order made in the Appeal;
 - 9.2.1.2 other disbursements incurred by or on behalf of the Lender and ordered to be paid under any costs order made in the Appeal; and
 - 9.2.1.3 interest in accordance with the terms of any costs order made in the Appeal.
- 9.2.2 The Borrower will pay to the Lender all of the Borrower's Obligations in accordance with the terms of any order for the payment of costs made by the Court of Appeal in the Appeal.
- 9.2.3 The sum secured by this Charge in respect of the Borrower's Obligations shall be limited to a maximum of £199,000.

9.3 Charge

- 9.3.1 The Borrower, as a continuing security for the Borrower's Obligations and with full title guarantee:-
 - 9.3.2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage; and
 - 9.3.2.2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future:
 - (a) any other interest in the Property;
 - (b) all rents receivable from any lease granted in respect of the Property;
 - (c) all plant and machinery at the Property, including any associated warranties and maintenance contracts; and
 - (d) the proceeds of any insurance affecting the Property.
- 9.3.3 This Charge and the obligations, powers and restrictions set out in this Deed shall be subject to the provisions set out in the Deed of Priorities (in so far as it subsists) between the Borrower the Lender and MSP Capital and dated

9.4 Restrictions relating to the Property (or any part of it)

The Borrower will not, without the Lender's written consent (such consent not to be unreasonably withheld):-

- 9.4.1 permit or create any mortgage, charge or lien on (or over) the Property.
- 9.4.2 dispose of the Property.
- 9.4.3 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.

9.5 Land Registry

The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 8 of this Charge.

9.6 Property Undertakings

The Borrower will:-

- 9.6.1 keep all Property of an insurable nature comprehensively insured for its full reinstatement cost.
- 9.6.2 hold on trust for the Lender all proceeds of any insurance of the Property. The Borrower may apply the proceeds in making good the relevant loss or damage or to reduce the Borrower's Obligations.
- 9.6.3 keep the Property in good condition.

9.7 Possession and Exercise of Powers

- 9.7.1 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 Borrower will continue in possession of the Property until the Lender takes possession.
- 9.7.2 If default has been made in payment of any monies in accordance with the terms of any costs order made in the Appeal, or part thereof, the Lender may take possession of the Property and exercise any of its other powers of enforcement, but not before it has given 28 days' written notice of its intention to do so in accordance with clause 5.2 of the Deed of Priorities made contemporaneously with this Charge.
- 9.7.4 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.
- 9.7.5 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

9.8 Appointment of Receiver

After the security constituted by this deed has become enforceable 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.

9.9 Powers of the Lender and of the Receivers

9.9.1 After the security constituted by this deed has become enforceable, the Lender or any Receiver may:

9.9.1.1 enter, take possession of, and/or generally manage the Property.

9.9.1.2 complete any unfurnished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.

9.9.1.3 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.

9.9.1.4 complete any transactions relating to the Property or the powers under this paragraph 9.9.1 by executing any deeds or documents in the name of the Borrower.

9.9.1.5 take, continue or defend any proceedings and enter into any arrangement or compromise relating to the Property.

9.9.1.6 insure the Property and any works to the Property, arrange indemnity and other similar insurance of the Property, and obtain bonds and give counter-indemnities and other security in connection with this.

9.9.1.7 employ advisers, consultants, managers, agents, workmen and others in relation to the exercise of powers under this paragraph 9.9.1.

9.9.1.8 purchase or acquire materials, tools, equipment, furnishing, goods or supplies in relation to the exercise of powers under this paragraph 9.9.1.

9.9.1.9 do any acts which the Lender or a Receiver considers to be incidental or beneficial to the exercise of their powers under this paragraph 9.9.1.

9.9.2 Joint Receivers may exercise their powers jointly or separately.

9.9.3 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.

9.9.4 The Lender may exercise any of its powers even if a Receiver has been appointed.

9.9.5 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.

9.9.6 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 in accordance with the notice provisions in clause 9.7.2 above.

9.10 Application of Payments

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.

9.11 Preservation of other Security and Rights and Further Assurance

9.11.1 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.

- 9.11.2 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.

9.13 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.

9.14 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.

9.15 Consents, Notices and Demands

- 9.15.1 All consents, notices and demands must be in writing.

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

- 9.15.3 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 pm on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday.

9.16 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.

9.17 Release of Charge

- 9.17.1 The Lender agrees that if the Court of Appeal declines to make an order for payment of costs in favour of the Lender, this Charge shall immediately end and determine.

- 9.17.2 In the event that this Charge is determined pursuant to paragraph 9.17.1, the Lender shall make an application to HM Land Registry within 14 days of the determination of the charge for the removal of the restriction referred to in panels B and paragraph 9.5.1 together with any other entries on the registered title relating to this Charge.

9.18 Law

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

- 9.18.2 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