



Registration of a Charge

Company name: **HIGGIHAUS CO-LIVING (NO.1) LTD**

Company number: **10934012**



X9KEUQ5X

Received for Electronic Filing: **22/12/2020**

Details of Charge

Date of creation: **11/12/2020**

Charge code: **1093 4012 0013**

Persons entitled: **GUY STREET INVESTMENTS LIMITED**

Brief description: **26 CLARE STREET, BRISTOL BS1 1YA TITLE NUMBER AV40559**

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, 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: **DARREN LEWIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10934012

Charge code: 1093 4012 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2020 and created by HIGGIHAUS CO-LIVING (NO.1) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2020 .

Given at Companies House, Cardiff on 23rd December 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

DATED 11 December 2020

HIGGIHAUS CO-LIVING (No. 1) LTD
(as Borrower)

-and-

GUY STREET INVESTMENTS LIMITED
(as security agent for the Lenders)

LEGAL CHARGE
relating to
26 Clare Street, Bristol

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THIS DEED is made on the 11 day of December 2020

PARTIES

- 1) HIGGIHAUS CO-LIVING (No. 1) LTD incorporated and registered in England and Wales with company number 10934012 whose registered office is at Warehouse 14, Bartley Street, Bristol BS3 4DB (Borrower); and
 - 2) GUY STREET INVESTMENTS LIMITED incorporated and registered in England and Wales with company number 11663203 whose registered office is at 35 Ballards Lane, London N3 1XW (Agent);
- (each being a Party and together the Parties).

BACKGROUND

- A) The Lenders have agreed to provide the Borrower with a secured term loan facility for the Purpose in accordance with the Loan Agreement.
- B) The Lenders have appointed the Agent to act as their agent in relation to the Finance Documents and as their security trustee in relation to this Deed and the Security in general.
- C) Under this Deed, the Borrower provides security to the Lenders for the loan facilities made available under the Loan Agreement.

THE PARTIES AGREE

1 Definitions and interpretation

1.1 Unless the context otherwise requires:

- (a) terms defined in the Loan Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed; and
- (b) in addition, the following definitions shall apply in this Deed:

Charge: means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

Charged Property: means any freehold, leasehold or commonhold property the subject of the security constituted by this deed and references to "Charged Property" shall include references to the whole or any part or part of it.

Encumbrance: means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

Expenses: means all interest, commission, fees and legal and other costs, charges and expenses which the Borrower or any Receiver may charge or incur in relation to the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

Full Title Guarantee: has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

Lender: means a lender for whom the Agent acts as agent and security trustee in connection with the Loan Agreement, details of whom are in Schedule 1.

Loan Agreement: means the facility agreement dated 11 December 2020 between the Borrower and the Lenders and the Agent for the provision of the loan facilities secured by this deed.

Property: means the freehold leasehold or immovable property referred to in Schedule I and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

Receiver: means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise.

Secured Liabilities: means all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Borrower to the Lenders pursuant the Loan Agreement of even date made between the Lenders and the Borrower.

1.2 In this Deed, unless the context otherwise requires:

- (a) "agreed form" means the form agreed for the purposes of this Deed between the Agent and the Borrower;
- (b) the singular includes the plural and vice versa;
- (c) references to this Deed include its Schedules;
- (d) references to clauses, sub-clauses and/or Schedules are to clauses and/or sub-clauses of and Schedules to this Deed and references in a Schedule or part of a Schedule are to a Clause of that Schedule or that part of that Schedule;
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (f) references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality); and
- (g) references to "Borrower", "Agent" and "Lender" include their respective successors and permitted assigns whether immediate or derivative and where appropriate the survivors or survivor of them.

1.3 The Agent has entered into this deed as security agent for each of the Lenders. Unless the context otherwise requires, references to the Agent are to it as security agent and trustee for each of the Lenders and accordingly the Agent holds all the rights, benefits and interests afforded to it by this deed as trustee for each Lender.

1.4 A reference in this deed to a charge or mortgage of or over any Charged Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- (b) the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;

- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
 - (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.
- 1.5 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated into this deed.
- 2 Covenant to pay**
- 2.1 The Borrower hereby covenants with the Agent that it will on such date or dates as provided by clause 2.2 pay and discharge the Secured Liabilities.
- 2.2 The Secured Liabilities shall be repaid or discharged by the Borrower on receipt of demand in writing by the Agent.
- 3 Security**
- 3.1 The Borrower charges to the Agent with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:
 - (a) by way of legal mortgage the Property and all buildings and fixtures from time to time on the Property.
 - (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
 - (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
 - (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.
- 3.2 The Borrower hereby assigns absolutely to the Agent with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Borrower of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 3.3 The Borrower shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Agent may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Agent or any Receiver.
- 4 Restrictions**
- 4.1 The Borrower shall not without the prior written consent of the Agent:
 - (a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;

- (b) sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Charged Property or agree to do any of the foregoing;
- (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing (save that the Agent's execution of this Charge shall act as consent for all tenancies notified to it prior to the date hereof).

4.2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.

5 Covenants by the Borrower

5.1 The Borrower covenants with the Agent at all times during the continuance of this security:

- (a) **Repair:** To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Agent free access at all times on reasonable notice to view the state and condition of the Property and if the Borrower shall fail to do so the Agent may at any time thereafter enter upon the Property or any part thereof (without the Agent being thereby rendered liable to account as mortgagee in possession) to execute such repairs as in the reasonable opinion of the Agent may be necessary and the Borrower will on demand pay to the Agent all expenses incurred by the Agent and will pay interest calculated on a daily basis at the Interest Rate from the date of demand until repayment of all monies.
- (b) **Insurance:** To keep the Charged Property insured with such insurer and against such risks as the Agent may reasonably require for their full replacement value with the Agent's interest noted on the policy, and the Borrower shall pay all premiums when due and produce or deposit with the Agent all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.
- (c) **Proceeds:** To apply any insurance proceeds (if the Agent requires them to be so applied) in making good the loss or damage to the Charged Property.
- (d) **Planning:** To comply with all relevant licences, consents, permissions and conditions from time to time granted or imposed by the Planning Acts and to develop the Property in accordance with Planning Permission.
- (e) **Value Added Tax:** The Borrower warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Agent.
- (f) **Possession:** To keep the Property always in its possession and available for disposal with vacant possession (subject to any lease or tenancy granted by the Borrower with the Agent's prior written consent) and save as provided for in the Loan Agreement shall not without the prior written consent of the Agent assign, transfer, mortgage or otherwise howsoever dispose of the Property or grant any rights or create any other encumbrances howsoever affecting the Property.

- (g) **Value:** Not to do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Agent of the security created by this Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.

- 5.2 If the Borrower shall fail to comply with any of the obligations under clause 5.1 then the Agent may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Agent shall be reimbursed by the Borrower on demand, and until so reimbursed, shall carry interest at the Interest Rate from the date of payment to the date of reimbursement.

6 Enforcement

- 6.1 Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall subject always to the provisions of the Loan Agreement arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Agent shall have demanded in writing, payment of any of the Secured Liabilities.

7 Appointment and powers of receiver or administrator

- 7.1 At any time after this charge has become enforceable or if requested by the Borrower, the Agent may appoint by writing any person or persons (whether an officer of the Agent or not) to be an administrator or joint administrator of the Borrower or a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally. Any appointment of part only of the Charged Property shall not preclude any subsequent appointment over any other part of the Charged Property.
- 7.2 The Agent may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in Section 109 of the Law of Property Act 1925) and may (subject to the application of Section 45 of the Insolvency Act 1986) at any time remove any Receiver in relation to all or any part of the Charged Property and appoint another in his place.
- 7.3 The Receiver shall (so far as the law permits) be the agent of the Borrower (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Agent's powers) but subject always to the terms of the Loan Agreement the Receiver shall have power in the name of the Borrower or otherwise to do the following things, namely:
- (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
 - (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - (c) to borrow moneys from the Agent or others on the security of the Charged Property for the purpose of exercising any of his powers;

- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- (f) in relation to the Charged Property only to take, continue or defend proceedings or make any arrangement or compromise between the Borrower and any persons which he may think expedient;
- (g) to make and effect all repairs and improvements;
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- (i) carry on any business at any time carried on by the Borrower at the Property;
- (j) to purchase materials, tools, equipment, goods or supplies;
- (k) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (l) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

7.4 Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Agent shall in writing exclude the same whether in or at the time of his appointment or subsequently.

7.5 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

8 Protection of third parties

8.1 Any purchaser or any other person dealing with the Agent or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Agent or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Agent or any Receiver.

9 Powers of leasing

9.1 The statutory powers of sale, leasing and accepting surrenders exercisable by the Agent are hereby extended so as to authorise the Agent whether in the name of the Agent or in that of the Borrower to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Borrower and generally on such

terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Agent (in its absolute discretion) shall think fit.

10 Power of attorney

- 10.1 The Borrower hereby irrevocably appoints the Agent and the Receiver jointly and also severally the Attorney and Attorneys of the Borrower for the Borrower and in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.
- 10.2 The power of attorney hereby granted is irrevocable and is granted by way of security for value as part of the security constituted by this Charge.

11 Agent's rights

- 11.1 At any time after this Charge is enforced all powers of the Receiver may be exercised by the Agent whether as attorney of the Borrower or otherwise.
- 11.2 The Borrower agrees that at any time after this Charge becomes enforceable, to the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Agent in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- 11.3 This Charge is granted in favour of the Agent for itself and as security agent and trustee for the Lenders.
- 11.4 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

12 Costs and indemnity

- 12.1 All costs, charges and expenses incurred by the Agent in relation to the enforcement of this Charge or the Secured Liabilities shall be reimbursed by the Borrower to the Agent on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property.

13 Variation, waivers and remedies

- 13.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.2 Any waiver of any right or consent given under the Agreement is only effective if it is in writing and signed by the waiving or consenting party. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 13.3 No delay or failure to exercise any right under the Agreement shall operate as a waiver of that right.
- 13.4 No single or partial exercise of any right under the Agreement shall prevent any further exercise of the same right or any other right, under the Agreement.

- 13.5 Rights and remedies under the Agreement are cumulative and do not exclude any rights or remedies provided by law or otherwise.

14 Demands and notices

- 14.1 A demand or notice under this Deed shall be deemed to have been properly served on:

- (a) the Borrower, if served:
 - (i) personally on an officer of the Borrower; or
 - (ii) by first class post addressed to the Borrower at or by delivery to its registered office or to the address given in the parties clause of this Deed or to such alternate registered office address as it may in future adopt or its usual or last known place of business ; and
- (b) the Agent or any Agent if served:
 - (i) personally on an officer of the Agent; or
 - (ii) by first class post addressed to the Agent at or by delivery to its registered office or to the address in the parties clause of this Deed or his usual or to such alternate registered office address as it may in future adopt or its usual or last known place of business; and

- 14.2 Service shall be deemed to have been effected:

- (a) at 10am on the second business day immediately following the day of posting if given by first class letter post, irrespective of the actual time or date of actual delivery or of lack of delivery; and
- (b) when left at the property concerned if delivered.

- 14.3 The methods of service described in clause 14.1 are in addition and without prejudice to any other method of service prescribed or permitted by law.

15 Entire Agreement

- 15.1 This Deed constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

- 15.2 Nothing in this clause 15 shall limit or exclude any liability for fraud.

16 Validity and severability

- 16.1 If any provision of this Deed (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Deed, and the validity and enforceability of the other provisions of this Deed shall not be affected.

- 16.2 If a provision of this Deed (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 16.3 If this Deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any

other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the Deed.

17 Counterparts

- 17.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each party has executed at least one counterpart.

18 Third Party Rights

- 18.1 Save where expressly provided otherwise, a person who is not a party to the Agreement cannot enforce or enjoy the benefit of any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

19 Assignment and Transfer

- 19.1 The Lenders may, either alone or in any combination:
- (a) assign any of their rights under this Deed and the Finance Documents, or
 - (b) transfer all their rights or obligations by novation.
- 19.2 A Lender may disclose:
- (a) on a confidential basis to any person either considering purchasing equity in or making a loan to the Lender or the Agent or providing or considering providing funding to the Lender, to any actual or potential assignee, transferee or sub-participant of the Lender's rights or obligations under the Agreement in addition to any publicly available information, such information about the Borrower as the Lender shall consider appropriate;
 - (b) on a confidential basis to any person or stakeholder providing or considering providing services to the Lender or the Agent in addition to any publicly available information, such information about the Borrower as the Lender or the Agent shall consider appropriate;
 - (c) any information about the Borrower to any person to the extent that it is required to do so by any applicable law, regulation or court order.
- 19.3 The Borrower may not assign or transfer any of the Borrower's rights or obligations under the Agreement or the Finance Documents.
- ## **20 Independent security**
- 20.1 The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Agent may hold for any of the Secured Liabilities at any time. No prior security held by the Agent over the whole or any part of the Secured Assets shall merge in the security created by this deed.
- ## **21 Governing law and jurisdiction**
- 21.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **HIGGIHAUS CO-
LIVING (NO. 1) LTD** acting by:

[SIGNATURE OF DIRECTOR]

in the presence of:

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

Executed as a deed as security agent for each
Lender by **GUY STREET INVESTMENTS**
LIMITED acting by:
in the presence of:


[SIGNATURE OF DIRECTOR]


[SIGNATURE OF WITNESS]

CAROLINE HARRIS
[NAME OF WITNESS]

39 TEN ACRES
ALCESTER B49 6P2
[ADDRESS OF WITNESS]

SCHEDULE 1
THE LENDERS

Lender's name, registered number & address:	Facility Commitment:	Percentage of the Facility
GUY STREET INVESTMENTS LIMITED (registered in England and Wales, number 11663203) <u>Registered office: 35 Ballards Lane, London N3 1XW</u>	£580,000	69.880%
Ian Langford Clout (as member trustee) of 1 Abbey Gardens, Chislehurst, Kent BR7 5RA and Empowered Trustees Ltd (CRN: 12291059) (as corporate trustee) for the CLOUT PENSION INVESTMENT PROGRAMME SSAS (PSTR 20002667RD). <u>c/o its administrator: Empowered Trustees Ltd 74a Station Road, Oxted, Surrey RH8 0PG (Loan reference LA00762)</u>	£100,000	12.048%
James Michael Pugh (as member trustee) and Louise Victoria Pugh (as member trustee) both of 27 Longaford Way, Brentwood, Essex CM13 2LT and Empowered Trustees Ltd (CRN: 12291059) (as corporate trustee) for the PUGH FAMILY PENSION SSAS (PSTR 20002822RE). <u>c/o its administrator: Empowered Trustees Ltd 74a Station Road, Oxted, Surrey RH8 0PG (Loan reference LA00763)</u>	£50,000	6.024%
Daniel Gordon of 34 Wildwood Road, London NW11 6XB	£100,000	12.048%
TOTALS:	£830,000	100%

SCHEDULE 2
THE PROPERTY

Part 1 Registered Property

26 Clare Street, Bristol BS1 1YA, registered under title number AV40559

Part 2 Unregistered Property

None

Part 3 Excluded Property

None