



Registration of a Charge

Company Name: **BLAKEMORE PROPERTY LTD**

Company Number: **01393723**



XBIVQFOG

Received for filing in Electronic Format on the: **15/12/2022**

Details of Charge

Date of creation: **13/12/2022**

Charge code: **0139 3723 0017**

Persons entitled: **SIMON JEREMY NEALE PRIVETT**

Brief description: **THE FREEHOLD INTEREST IN TOLLGATE FILLING STATION, WATLING STREET, GRAVESEND DA11 7NP AS MORE PARTICULARLY DEFINED BY A TRANSFER DATED 13 DECEMBER 2022 BETWEEN (1) SIMON JEREMY NEALE PRIVETT AND (2) BLAKEMORE PROPERTY LTD**

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: **BRECHER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1393723

Charge code: 0139 3723 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2022 and created by BLAKEMORE PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2022 .

Given at Companies House, Cardiff on 19th December 2022

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

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: New title number to be allocated
2	Property: The freehold interest in Tollgate Filling Station, Watling Street, Gravesend DA11 7NP as shown edged red on the plan attached to the transfer of today's date made between (1) Simon Jeremy Neale Privett and (2) Blakemore Property Ltd
3	Date: 13 December 2022
4	Borrower: BLAKEMORE PROPERTY LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01393723 <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: SIMON JEREMY NEALE PRIVETT <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <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: c/o Brecher LLP, 64 North Row, London W1K 7DA (ref: JE/P421-1)

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.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>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 15 December 2023 in favour of Simon Jeremy Neale Privett referred to in the Charges Register.</p>
9	<p>Additional provisions</p> <p>The definitions set out below apply in this deed:</p> <p>Deferred Consideration: the payments due to the Lender after the date of this Deed pursuant to clause 8.2 of the Sale Contract.</p> <p>Property: the freehold interest in Tollgate Service Station, Watling Street, Gravesend, Kent DA11 7NP as further defined above.</p> <p>Sale Contract: the option to purchase dated 23 December 2021 made between the (1) the Lender and (2) A. F. Blakemore and Son Limited for the sale of the Property secured by this deed.</p> <p>LPA 1925: the Law of Property Act 1925.</p> <p>Receiver: a receiver and/or manager of any or all of the Property.</p> <p>Words and phrases used and defined in the Sale Contract shall have the same meaning in this deed unless indicated otherwise in this deed.</p> <p>For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Sale Contract are incorporated into this deed.</p> <p>Covenant to pay</p> <p>The Borrower shall pay to the Lender the Deferred Consideration payable by the Borrower in accordance with the terms of the Sale Contract.</p> <p>Representations and warranties</p> <p>The Borrower represents and warrants as follows to the Lender on the date of this deed and on each date on which any amount is outstanding to the Lender with reference to the facts and circumstances then existing:</p>

14/12/23
LCP

- (a) The Borrower is the legal and beneficial owner of the Property.
- (b) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property in accordance with its terms.
- (c) The grant of the security in this deed has been duly authorised and does not conflict with any law or document binding on the Borrower and that all consents and authorisations required in connection with the Borrower's entry into, performance, validity and enforceability of, and the charges granted by this deed have been obtained or effected.

Covenant

The Borrower shall not at any time, except with the prior written consent of the Lender which shall not be unreasonably withheld:

- (a) Create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect on, or in relation to, the Property other than the charge created by this deed;
- (b) Sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part, or any interest in, the Property;
- (c) Create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

When security becomes enforceable

The security constituted by this deed shall be immediately enforceable in the event that the Borrower fails to pay the Deferred Consideration in accordance with the terms of the Sale Contract.

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 Property.

The power of sale and other powers conferred by section 101 of the LPA 1925 (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.

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any

Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Property.

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

A Receiver may grant options and licences over all or any part of the Property, sell the Property, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit.

Further assurance

The Borrower shall, at its own expense, take whatever action the Lender or any receiver may require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Property,

including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

By way of security, the Borrower irrevocably appoints the Lender and every receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Borrower is required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender and any receiver.

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause.

Counterparts

This charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this charge.

Covenant to discharge

Upon receipt of the Deferred Consideration the Lender will promptly discharge this charge.

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.

10 Execution

Executed as a Deed by
SIMON JEREMY NEALE
PRIVETT in the presence of:

Witness

Signature:

Name:

Address:

Occupation:

Executed as a Deed by
BLAKEMORE PROPERTY
LTD in the presence of:

Witness

Signature:

Name:

Address:

Occupation:

[Signature]
S. Davies
Sophie Davies
c/o AF Blakemore + Son Ltd
Long Acres, Rosehill
Widenhall, WV13 2SP
Project Manager

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.

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Land Registry

Legal charge of a registered estate

CH1

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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.

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4	Borrower: BLAKEMORE PROPERTY LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01393723 <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: SIMON JEREMY NEALE PRIVETT <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <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: c/o Brecher LLP, 64 North Row, London W1K 7DA (ref: JE/P421-1)

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.

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

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8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>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 [13] December 2021 in favour of Simon Jeremy Neale Privett referred to in the Charges Register.</p>
9	<p>Additional provisions</p> <p>The definitions set out below apply in this deed:</p> <p>Deferred Consideration: the payments due to the Lender after the date of this Deed pursuant to clause 8.2 of the Sale Contract.</p> <p>Property: the freehold interest in Tolgate Service Station, Watling Street, Gravesend, Kent DA11 7NP as further defined above.</p> <p>Sale Contract: the option to purchase dated 23 December 2021 made between the (1) the Lender and (2) A. F. Blakemore and Son Limited for the sale of the Property secured by this deed.</p> <p>LPA 1925: the Law of Property Act 1925.</p> <p>Receiver: a receiver and/or manager of any or all of the Property.</p> <p>Words and phrases used and defined in the Sale Contract shall have the same meaning in this deed unless indicated otherwise in this deed.</p> <p>For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Sale Contract are incorporated into this deed.</p> <p>Covenant to pay</p> <p>The Borrower shall pay to the Lender the Deferred Consideration payable by the Borrower in accordance with the terms of the Sale Contract.</p> <p>Representations and warranties</p> <p>The Borrower represents and warrants as follows to the Lender on the date of this deed and on each date on which any amount is outstanding to the Lender with reference to the facts and circumstances then existing:</p>

- (a) The Borrower is the legal and beneficial owner of the Property.
- (b) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property in accordance with its terms.
- (c) The grant of the security in this deed has been duly authorised and does not conflict with any law or document binding on the Borrower and that all consents and authorisations required in connection with the Borrower's entry into, performance, validity and enforceability of, and the charges granted by this deed have been obtained or effected.

Covenant

The Borrower shall not at any time, except with the prior written consent of the Lender which shall not be unreasonably withheld:

- (a) Create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect on, or in relation to, the Property other than the charge created by this deed;
- (b) Sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part, or any interest in, the Property;
- (c) Create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

When security becomes enforceable

The security constituted by this deed shall be immediately enforceable in the event that the Borrower fails to pay the Deferred Consideration in accordance with the terms of the Sale Contract.

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 Property.

The power of sale and other powers conferred by section 101 of the LPA 1925 (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.

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any

Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Property.

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

A Receiver may grant options and licences over all or any part of the Property, sell the Property, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit.

Further assurance

The Borrower shall, at its own expense, take whatever action the Lender or any receiver may require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Property,

including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

By way of security, the Borrower irrevocably appoints the Lender and every receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Borrower is required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender and any receiver.

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause.

Counterparts

This charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this charge.

Covenant to discharge

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10 Execution

Executed as a Deed by
SIMON JEREMY NEALE
PRIVETT in the presence of:


.....

Witness

Signature: 

Name: C. GUNNING

Address: 3 Chalky Bank

Gravesend
Kent DA11 7NZ

Occupation: MANAGER

Executed as a Deed by
BLAKEMORE PROPERTY
LTD in the presence of:

Witness

Signature:

Name:

Address:

Occupation:

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.

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