



Registration of a Charge

Company name: **E.J. GODWIN (PEAT INDUSTRIES) LIMITED**

Company number: **00317585**



X7GN2RD6

Received for Electronic Filing: **15/10/2018**

Details of Charge

Date of creation: **12/10/2018**

Charge code: **0031 7585 0026**

Persons entitled: **ANDREW PAUL ROWLAND
PAMELA MARY ROWLAND
XAFINITY PENSION TRUSTEES LIMITED**

Brief description: **LAND ON THE SOUTH SIDE OF BURTLE ROAD, WESTHAY,
GLASONBURY, SOMERSET COMPRISED IN THE LAND REGISTRY TITLE
NO WS51571 EDGED AND NUMBERED 1 IN BLUE ON THE TITLE PLAN**

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:

CHRISTIANA OLOMOLAIYE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 317585

Charge code: 0031 7585 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th October 2018 and created by E.J. GODWIN (PEAT INDUSTRIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2018 .

Given at Companies House, Cardiff on 17th October 2018

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

We hereby certify this to
be a true copy of the original

Harris & Harris
Harris & Harris Solicitors
Frome, Somerset
Date: 15/10/18

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative area	Mendip District Council
Title Number	WS51571
Property	Land on the south side of Burtle Road, Westhay

THIS FURTHER CHARGE is made on 12 October 2018
PARTIES

- (1) **E J GODWIN (PEAT INDUSTRIES) LIMITED** the registered office of which is at 20 Chamberlain Street Wells Somerset BA5 2PF Company Registration No 00317585 ('the Borrower'); and
- (2) **ANDREW PAUL ROWLAND** also of Stream Farm aforesaid the said **PAMELA MARY ROWLAND** and **XAFINITY PENSION TRUSTEES LTD** incorporated and registered in England and Wales with company number 01450089 whose registered office is at Phoenix House 1 Station Hill Reading RG1 1NB and together being the trustees of the E J Godwin (Peat Industries) Directors Pension Scheme 11133 ('the Lender')

THIS DEED WITNESSES:

1 **DEFINITIONS AND INTERPRETATION**

For all purposes of this legal charge the terms defined in this clause 1 DEFINITIONS AND INTERPRETATION have the meanings specified.

1.1 **'The Further Advance'**

'The Further Advance' means the Loan as defined in the Loan Agreement.

1.2 **Gender, personality and number**

Unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and
- 1.2.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.3 Headings

The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.5 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.6 'The Loan Agreement'

'The Loan Agreement' means a Loan Agreement dated 2018 made between the Borrower of the one part and the Lender of the other part.

1.7 'The Original Advance'

'The Original Advance' means the Secured Liabilities as defined in the Principal Deed.

1.8 'The Principal Deed'

'The Principal Deed' means a deed dated 24 February 2016 made between the Borrower of the first part Pamela Mary Rowland of the second part and the Lender of the third part.

1.9 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.10 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

2 BACKGROUND

2.1 Charge under Principal Deed

This deed is supplemental to the Principal Deed by which the Property as described in the Principal Deed was charged by the Borrower to the Lender on the terms set out in the Principal Deed or referred to therein.

2.2 Indebtedness

The Original Advance remains owing to the Lender together with the current interest on it.

2.3 Agreement for further advance

The Lender has agreed to lend to the Borrower the Further Advance on condition that its repayment together with interest is secured in the manner set out in this deed.

3 COVENANT FOR PAYMENT

In consideration of the Further Advance now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender to observe and perform the provisions of the Loan Agreement.

4 GRANT OF SECURITY

4.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Original Advance and the Further Advance the Borrower with full title guarantee charges the Property to the Lender by way of further legal mortgage ranking *pari passu* with the Principal Deed as continuing collateral security for the payment and discharge of the Further Advance as well as the Original Advance and the Borrower with full title guarantee charge to the Lender by way of further charge also ranking *pari passu* with the Principal Deed

- (i) all its rights in each Insurance Policy as defined in the Principal Deed including all claims, the proceeds of all claims and all returns of premiums in connection with each said Insurance Policy;
- (ii) the benefit of all other contracts, guarantees, appointments and warranties relating to the property hereby charged and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the said property hereby charged or otherwise relating to the said property hereby charged (including in each case but without limitation the right to demand and receive all monies whatever payable to or for their benefit under or arising from any of them all remedies provided for in any of them or available at law or in equity in relation to any of them the right to compel performance of any of them and all other rights interest and benefits whatever accruing to or for its benefit arising from any of them); and

- (iii) all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any of the said property hereby charged and all rights in connection with them.

4.2

The charges referred to in clause 4.1 shall be in addition to the payment or discharge of all money and other obligations and liabilities now secured by the Principal Deed

5 DISCHARGE

Neither the charge created by the Principal Deed nor this charge shall be redeemed or discharged except upon payment of all money secured by this charge as well as the payment or discharge of all money and other obligations and liabilities secured by the Principal Deed.

6 APPLICATION OF PRINCIPAL DEED

The Borrower and the Lender declare and confirm that all the powers, provisions and covenants (including without limitation to the generality of the foregoing clause 29 Limitation of Liability of the Principal Deed) contained or implied in or subsisting under the Principal Deed whether in favour of the Borrower or the Lender (except the covenant for payment of principal money and interest) shall be applicable to secure payment of the Further Advance and the interest on it and to enforce and define the rights of the parties under the security constituted by this deed as if the Further Advance had formed part of the Original Advance.

7 VALIDITY AND SEVERABILITY

7.1 Enforceability

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

7.2 Lack of capacity

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.

8 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this deed is intended to confer any benefit on any person who is not a party to it.

9 GOVERNING LAW AND JURISDICTION

9.1 Construction

This deed shall be governed by and construed in accordance with English law.

9.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any suit, action or proceeding arising out of or in connection with this deed may be brought in those courts.

9.3 Jurisdiction of other courts

Nothing in this clause 9 GOVERNING LAW AND JURISDICTION shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

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

SIGNED AS A DEED by
E.J GODWIN (PEAT INDUSTRIES)
LIMITED pursuant to a resolution of the Board
Acting by A.P. ROWLAND
A Director in the presence of
Witness

A.P. Rowland

Signature [Signature]

Name.....CHRISTIANA OLOMOLAYE

Address.....11, STONY STREET
FROME, BA 11 1BU

Occupation.....SOLICITOR

Signed as a deed by
PAMELA MARY ROWLAND
in the presence of:

P.M. Rowland

Witness

Signature [Signature]

Name.....KATHRYN JANE LANDER

Address.....SOLICITOR
HARRIS & HARRIS
14 MARKET PLACE

Occupation.....WELLS
BANK

Signed as a deed by
ANDREW PAUL ROWLAND
in the presence of:

A.P. Rowland

Witness

Signature [Signature]

Name.....CHRISTIANA OLOMOLAYE

Address.....11, STONY STREET
FROME BA11 1BU

Occupation.....SOLICITOR

EXECUTED AS A DEED by
XAFINITY PENSION TRUSTEES LTD
and signed by two Authorised Attorneys

pursuant to a resolution of the Board



.....
Authorised Attorney



.....
Authorised Attorney