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In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is payable with this form.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original**

FRIDAY



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31/03/2023

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COMPANIES HOUSE

1 Company details

Company number 00031407

Company name in full Denbigh Conservative Club House Company Limited

For official use

2 Charge creation date

Charge creation date d 1 d 5 m 0 m 3 y 2 y 0 y 2 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name The Association of Conservative Clubs Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	
Brief description	4 Highgate Denbigh Denbighshire LL16 3LE and 8 Highgate and land adjoining Love Lane	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature <i>Josephine Willoughby</i> X</p> <p>JOSEPHINE WILLOUGHBY Solicitor The Association of Conservative Clubs Limited</p> <p>This form must be signed by a person with an interest in the charge.</p>	X

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Josephine Willoughby
Company name	The Association of Conservative Clubs Limited
Address	1 Norfolk Row
Post town	London
County/Region	
Postcode	S E 1 7 J P
Country	England
DX	
Telephone	02045123475



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Dated

15 March

2023

DENBIGH CONSERVATIVE CLUB HOUSE COMPANY LIMITED

- and -

THE ASSOCIATION OF CONSERVATIVE CLUBS LIMITED

ALL MONIES LEGAL CHARGE

- relating to -

**DENBIGH CONSERVATIVE CLUB HOUSE
COMPANY LIMITED**

4 Highgate Denbigh Denbighshire LL16 3LE

Ref:ACC/Denbigh

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

Josephine Willoughby
Solicitor

*The Association of
Conservative Clubs Ltd
1 Noyah Lane
London*

DE17JP 20/3/2023

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THIS LEGAL CHARGE is dated

15 March 2023

PARTIES

- (1) **DENBIGH CONSERVATIVE CLUB HOUSE COMPANY LIMITED** (Company registration number 00031407) of 4 Highgate Denbigh Denbighshire LL16 3LE (**Borrower**).
- (2) **THE ASSOCIATION OF CONSERVATIVE CLUBS LIMITED** (company number 457188) of 1 Norfolk Row, London SE1 7JP (**Lender**)

BACKGROUND

- (A) The Borrower is the owner of the freehold interest in the property described in The First Schedule free from incumbrances.
- (B) The Lender has agreed to lend monies to the Borrower on condition that its repayment together with interest is secured in the manner set out in this deed.

NOW THIS DEED WITNESSES as follows:

1. Definitions

The definitions and rules of interpretation set out in this clause apply to this charge.

Insured Risks: loss or damage by fire, storm, tempest, explosion, lightning, flood, burst pipes, impact and (in peacetime) aircraft and articles dropped therefrom, riot, civil commotion and malicious damage and any usual risks which the lender considers ought to be insured against.

Planning Acts: the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004.

Secured Sums: all money and liabilities for the time being due, owing or incurred to the Lender by the Borrower, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Lender may in the course of its business charge for keeping the Borrower's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained

Property: the property described in the First Schedule to this deed.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

2. Interpretation

- 2.1 Unless the context otherwise requires, a reference to the singular includes the plural and vice versa; references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and references in the masculine gender include references in the feminine or neuter genders and vice versa.

- 2.2 Clause, Schedule and paragraph headings do not affect the interpretation of this charge.
- 2.3 A reference to the Borrower or the Lender includes a reference to their respective successors in title and assigns 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.
- 2.4 At any time when the Borrower or the Lender is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this charge. The Lender may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.
- 2.5 Any obligation in this charge on the Borrower not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.6 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this charge and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 2.7 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.

3. Payment of Secured Sums

The Borrower covenants with the Lender that as and when the Secured Sums or any part of them are due for payment the Borrower shall pay the Secured Sums or as the case may be the part of them due to be paid to the Lender.

4. Costs, charges, expenses and other liabilities

- 4.1 The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower computed and compounded according to the usual mode of the Lender.
- 4.2 Without prejudice to the generality of clause 4.1 the Borrower's liability under clause 4 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:
- 4.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;
 - 4.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

- 4.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- 4.2.4 any default by the Borrower or any guarantor in compliance with the obligations imposed by the terms of this security or associated with it;
- 4.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- 4.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

5. Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.

6. Borrower's representations and warranties

6.1 The Borrower represents and warrants to the Lender as set out below:

- 6.1.1 the present use of the Property is a permitted use within the provisions of the Planning Acts.
- 6.1.2 the Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made.
- 6.1.3 the Borrower has complied with environmental law and, in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property.
- 6.1.4 the execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement.
- 6.1.5 the execution of and the observance of the Borrower's obligations under this mortgage does not and will not contravene any of the provisions of its constitution.

7. Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below:

7.1 Repair

- 7.1.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition.

- 7.1.2 The Borrower will permit the Lender and its representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession.
- 7.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and its representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.
- 7.1.4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 7.1.2 and clause 7.1.3 together with interest computed and compounded according to the usual mode of the Lender.

7.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in, on or associated with the Property.

7.3 Insurance

7.3.1 The Borrower will:

- (a) ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names (with the interest of the Lender noted on the policies), and against the Insured Risks and with such underwriters as the Lender may in each case and from time to time approve in writing; and
- (b) make all payments required for this purpose immediately they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment.

7.3.2 If the Borrower fails to perform any of its obligations under this clause 7.3 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by it for that purpose and will pay interest computed and compounded according to the usual mode of the Lender.

7.3.3 Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 7.3) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose.

7.4 Outgoings

The Borrower will punctually pay or cause to be paid and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

7.5 Compliance with statute

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects and will at all times keep the Lender effectually indemnified against any breach non-observance or non-performance of the same and against all resulting damages, liabilities and expenses.

7.6 Notices

7.6.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice, proposal or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it.

7.6.2 The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 7.6.1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve in writing, but at the expense in all respects of the Borrower.

7.7 Planning and environmental matters

7.7.1 The Borrower will not use the Property for any purpose other than the present permitted use within the provisions of the Planning Acts except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it.

7.7.2 The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts.

7.7.3 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts he will comply with all conditions subject to which such permission is granted.

7.7.4 The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.

7.8 Compliance with notices

7.8.1 If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the

Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.

- 7.8.2 The Borrower will at his own expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 7.8.1 without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal.
- 7.8.3 If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 7.8.1, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession. All costs and expenses so incurred by the Lender will be repaid by the Borrower to the Lender on demand together with interest computed and compounded according to the usual mode of the Lender.
- 7.8.4 The Borrower irrevocably appoints the Lender and his substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 7.8 to be executed by the Lender on the default of the Borrower.
- 7.8.5 All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 7.8.4 shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 7.8.3.

7.9 Compulsory purchase

- 7.9.1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part.
- 7.9.2 If the Lender so requires, the Borrower will permit the Lender to conduct the negotiations and grant the consent referred to in clause 7.9.1 on the Borrower's behalf.
- 7.9.3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security.

7.10 Leasing and disposal

- 7.10.1 The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent):

- (a) exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or
- (b) otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it, whether at law or in equity.

7.11 Compliance with terms of conveyances

- 7.11.1 The Borrower will observe and perform the terms of all restrictive covenants, conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.
- 7.11.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 7.11.1.
- 7.11.3 All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 7.11.2 will be repaid by the Borrower to the Lender on demand together with interest computed and compounded according to the usual mode of the Lender.

7.12 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

8. Devaluation of security

The Borrower shall not do or cause or permit to be done anything which may in any way depreciate jeopardize or otherwise impair the value of the Property or the realisation thereof.

9. Lender's rights and powers

9.1 Exercise of statutory powers

9.1.1 The Law of Property Act 1925 Section 103 shall not apply to this security.

9.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

9.2 Extension of statutory powers

9.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.

- 9.2.2 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).
- 9.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 9.2.4 The powers referred to in or granted or varied or extended by this clause 9.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

9.3 Powers in respect of furniture and effects

- 9.3.1 At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage.
- 9.3.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 9.3.1.
- 9.3.3 To the extent the Borrower does not comprise an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand.
- 9.3.4 To the extent the Borrower comprises an individual or individuals, the provisions of this clause 9.3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

9.4 Power to appoint a receiver

- 9.4.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.
- 9.4.2 The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

- 9.4.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.
- 9.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 9.4.5 Where more than one receiver is appointed they shall have the power to act severally.
- 9.4.6 Any receiver appointed under this clause 9.4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.
- 9.4.7 Any receiver appointed under this clause 9.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

9.5 Specific powers

In addition to the powers referred to in clause 9.4.7 any receiver appointed under clause 9.4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

- 9.5.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- 9.5.2 to manage or carry on or concur in carrying on any business of the Borrower;
- 9.5.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- 9.5.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 9.5.5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;

- 9.5.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- 9.5.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- 9.5.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- 9.5.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 9.5.10 to acquire by purchase, lease or otherwise any further property, assets or rights;
- 9.5.11 to appoint, employ and dismiss managers, officers, contractors and agents; and
- 9.5.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.

9.6 Application of money

- 9.6.1 All money received by any receiver shall be applied by him in the following order:
 - (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
 - (b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;
 - (c) in or towards satisfaction of all principal money, premiums or other sums comprised in the Secured Sumswith the surplus (if any) being paid to the Borrower or other persons entitled to it.

9.7 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

10. Protection of those dealing with lender or receiver

10.1 No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

10.1.1 whether this security has become enforceable;

10.1.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;

10.1.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

10.1.4 whether any money remains due under the security; or

10.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

11. Co-operation by borrower

The Borrower shall from time to time at all times execute and do all such deeds assurances and things as the Lender may reasonably require for perfecting the security intended to be created by this deed and for facilitating the realisation of the Property and the exercise by the Lender or any receiver of all the powers authorities and discretions conferred on them by or under the Law of Property Act 1925 or this deed and in particular without prejudice to the generality of the covenant for further assurance deemed to be included by virtue of section 76 of the Law of Property Act 1925 shall execute all transfers conveyances assignments and assurances whether to the Lender or its nominees and shall give all notices orders and directions which the Lender may think expedient.

12. Power of attorney

12.1 The Borrower hereby irrevocably appoints the Lender and any person nominated in writing under the hand of the Lender including every receiver appointed under or pursuant to the provisions of the Law of Property Act 1925 or this deed jointly and also severally its attorney and attorneys for the Borrower and in his name and on his behalf and as his act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed necessary by the Lender or any such person or receiver for any of the purposes of this deed.

12.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this deed.

13. Indulgence and waiver

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect

or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

14. Demands and notices

14.1 A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on:

14.1.1 the Borrower if an individual; or

14.1.2 any one of the directors or the secretary of the Borrower if a limited company; or

14.1.3 any member of the Borrower if a limited liability partnership

or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

14.2 Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower:

14.2.1 at 10:00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

14.2.2 when dispatched if given by fax; and

14.2.3 when left at the property concerned if delivered.

14.3 The methods of service described in clause 14 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

14.4 If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

15. Validity and severability

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

15.2 If this mortgage 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 security.

16. Effectiveness of security

The charge hereby created shall be in addition and without prejudice to any lien to which the Lender is by law entitled and to any other security which the Lender may at any time have and any right or remedy of the Lender thereunder shall continue in full force and effect as a continuing security until discharged.

17. Payments to be free of deduction

Any payment to be made under the terms of this deed shall be made without any deduction whatsoever save for such deductions as the Borrower may by statute be required to make.

18. Exclusion of third party rights

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

19. Limited Company

This deed is intended to secure the repayment of all money for the time being owing by Denbigh Conservative Club House Company Limited to the Lender and shall have effect accordingly notwithstanding any change in the constitution of Denbigh Conservative Club House Company Limited by reason of the death or retirement or expulsion of any member of it or the introduction of any new member or any change in the style of Denbigh Conservative Club House Company Limited.

20. Land Registry restriction

The Borrower shall apply to the Land Registry to enter the following restriction:

"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 15/3 2023 in favour of The Association of Conservative Clubs Limited referred to in the charges register or their conveyancer."

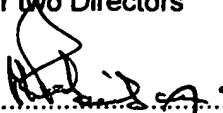
21. Governing law and jurisdiction

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

21.2 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 mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

21.3 Nothing in this clause 21 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.

Executed as a deed by
THE ASSOCIATION OF CONSERVATIVE CLUBS LIMITED
acting by its Director and Secretary
or two Directors


.....
Director

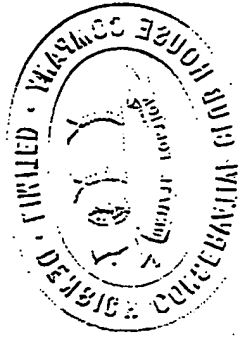

.....
Director/Secretary

Executed as a deed by the affixing
of the Common Seal of
**DENBIGH CONSERVATIVE
CLUB HOUSE COMPANY LIMITED**
In the presence of a Director and its Secretary



X *Richard Jones*
Director *Hugh Richards.*

X *Edward J. Jones*
Secretary *EDWARD JULIYN JONES.*



SCHEDULE PROPERTY

All that freehold property known as Denbigh Conservative Club of 4 Highgate Denbigh Denbighshire LL16 3LE and 8 Highgate and land adjoining Love Lane title to which is registered with freehold title absolute under title numbers CYM262218 and WA567775



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 31407

Charge code: 0003 140 7 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2023 and created by DENBIGH CONSERVATIVE CLUB HOUSE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2023 .

Given at Companies House, Cardiff on 6th April 2023



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**