



Registration of a Charge

Company name: **HALL & WOODHOUSE LIMITED**

Company number: **00057696**



X9F7SNI9

Received for Electronic Filing: **08/10/2020**

Details of Charge

Date of creation: **30/09/2020**

Charge code: **0005 7696 0022**

Persons entitled: **SECRETARY OF STATE FOR DEFENCE**

Brief description: **THE FREEHOLD LAND EDGED RED ON THE PLAN ATTACHED TO THE CHARGE DOCUMENT (BEING ALL OF THE LAND COMPRISED WITHIN THE TRANSFER OF EVEN DATA HEREWITH MADE BETWEEN (1) SECRETARY OF STATE FOR DEFENCE AS THE CHARGEES AND (2) HALL & WOODHOUSE LIMITED AS THE CHARGOR, WHICH, AT THE DATE OF THE CHARGE DOCUMENT, FORMS PART OF THE PROPERTY REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER SY746846.**

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 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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2020 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2020 .

Given at Companies House, Cardiff on 9th October 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**

Date: 30th September 2020

Hall & Woodhouse Limited

as Chargor

Secretary of State for Defence

as Chargee

Legal Charge

Relating to Public House Site, Mindenhurst

THIS LEGAL CHARGE is made the 30th day of September 2020

BETWEEN:

- (1) **HALL & WOODHOUSE LIMITED** a company registered in England (company registration no. 00057696) whose registered office is at The Brewery, Blandford St Mary, Dorset DT11 9LS (the "Chargor"); and
- (2) **SECRETARY OF STATE FOR DEFENCE** of Main Building, Whitehall, London SW1A 2HB (the "Chargee").

IT IS AGREED:

1. INTERPRETATION

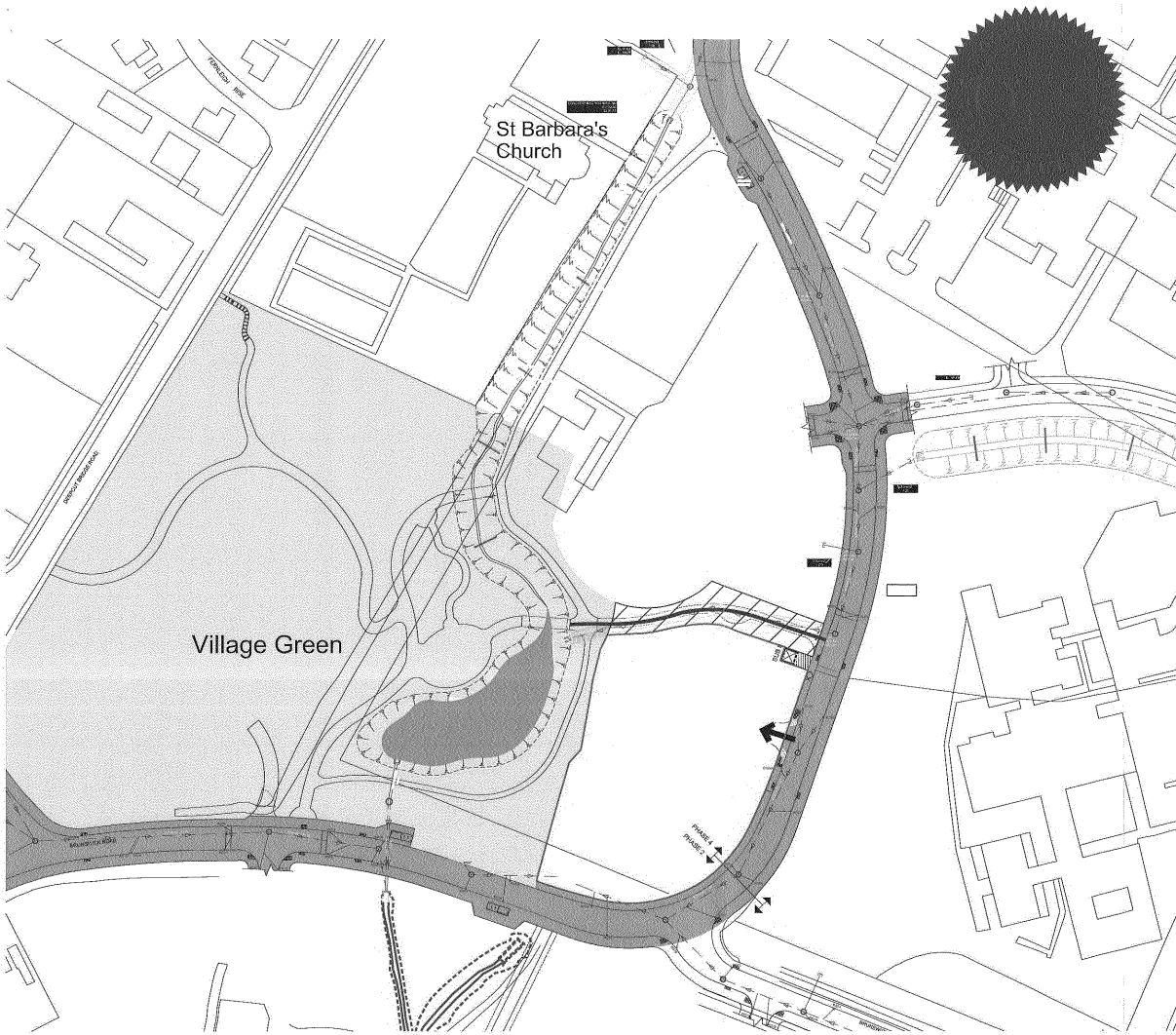
1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"Agreement"	an agreement for the sale and purchase of the Property dated <u>30th September</u> 2020 made between the Chargee (1) Skanska UK PLC (2) and the Chargor (3);
"Deferred Payment 1" and "Deferred Payment 2"	The sums respectively due and payable to the Chargee pursuant to clauses 5.5 and 5.6 of the Agreement;
"Event of Default"	any of the events of default set out in Clause 5.1
"Exempt Land"	any part or parts of the Property which are being transferred, leased or otherwise disposed of for the purposes of an electricity substation, pumping station, gas governor station or similar being transferred to an appropriate utility supplier and any easements granted in respect of the same subject to rights to use such infrastructure being reserved in favour of the Property in a form satisfactory to the Chargee (acting reasonably);
"Expenses"	all fees and other charges, legal and other professional fees and unpaid interest and all other expenses and costs which in each case are properly incurred, on a full indemnity basis, together with Value Added Tax and any other taxes, incurred in connection with:

- (a) enforcing or exercising any power or right under this Legal Charge; and
- (b) any breach of any provision of and/or the protection, realisation or enforcement of this Legal Charge

"Insolvency Act"	Insolvency Act 1986
"Interest"	interest calculated on the Secured Amount in the event of it not being paid on the due date for payment at a rate of 4% per annum above the base lending rate from time to time of National Westminster Bank plc from and including the due date of payment to and including the date on which the payment is actually made
"Letting"	any lease of the whole or any part of the Property and includes: <ul style="list-style-type: none"> (a) any under lease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence; and (b) any agreement for the sharing of occupation of the Property
"Overage Deed"	the overage agreement in respect of the Property of even date herewith and made between (1) The Secretary of State for Defence (2) Skanska UK plc and (3) Hall & Woodhouse Limited and any related supplemental deeds
"Property"	the freehold land edged red on the plan attached to this Legal Charge (being all of the land comprised within the transfer of even date herewith made between (1) the Chargee and (2) the Chargor), which at the date of this Legal Charge forms part of the property registered at HM Land Registry with title number SY746846
"Receiver"	any receiver or manager appointed by the Chargee under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
"Secured Amount"	<ul style="list-style-type: none"> (a) the sums payable pursuant to the Overage Deed; and (b) the Deferred Payment 1 and Deferred Payment 2 <p>together with all Expenses and Interest and all other money and liabilities now or at any time hereafter due or owing by the Chargor to the Chargee pursuant to the Overage Deed and this Legal Charge</p>



Notes:
Do not scale from this drawing.
All contractors must visit the site and be responsible for taking and checking dimensions.
All construction information should be taken from signed dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the responsible officer.
This drawing and the works depicted are the copyright of JTP.

This drawing is for planning purposes only. It is not intended to be used for construction purposes. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accepts no responsibility or liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated above.

- Key
- Site Boundary for Public House 0.40ha
 - Public open space with pedestrian / cycle through route
 - ← Vehicular Access

NOTE: This drawing is based on OS base mapping. It is required to cross check accuracy of information shown against site specific topographical survey information.

F	22.03.15	Village Green amended	VB	GP
E	21.03.15	Village Green added	VB	GP
D	14.03.15	Revised map updated	RP	GP
C	27.07.15	Content updated	RP	GP
B	23.01.15	Content updated	RP	GP
A	22.03.17	First issue	RP	GP
-	18.03.17	First issue	RP	GP

Rev	Date	Description	Drawn	CHKD
DRAFT				

Client

SKANSKA



Project
PRB Deepcut

Drawing Title
Pub Red Line

Scale @ A3 1:1000 Job Ref. 00752

Drawing No. 00752_SK074 Revision F

Scale Bar 0 10 20 30m



"Security"	any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Property, whether fixed or floating, or conferring priority of payment
"Warranties"	the warranties given by the Chargor to the Chargee in Clause 8
"Working Day"	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
"Works Agreement"	any agreement that is made under one or more of Sections 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas Act 1980 or the Water Act 1989 or any statutory provision with a similar purpose or any agreement or easement or wayleave with a local water authority, the Environment Agency, an Internal Drainage Board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Property or any other agreement with a competent authority or body relating to other services for the benefit of or access to and from the Property.

1.2 Construction

In this Legal Charge:

- 1.2.1 the Clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to Clauses are to Clauses in this Legal Charge;
- 1.2.3 references to any statute or statutory provision include references to:
 - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - (b) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Chargee and the Chargor include their respective successors in title to this Legal Charge and, in the case of individuals, their personal representatives.
- 1.2.5 references to the Property includes any part of it;
- 1.2.6 references to this Legal Charge include any deeds and documents varying or supplemental or ancillary to this Legal Charge or entered into pursuant to the terms of this Legal Charge;

- 1.2.7 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Chargee or the Receiver;
- 1.2.8 "including" means "including, without limitation";
- 1.2.9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Chargee or any Receiver;
- 1.2.10 where two or more persons form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 Effect of this Legal Charge

This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this Legal Charge hold for or in respect of the Secured Amount.

1.4 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. CHARGE

2.1 Covenant to pay

- 2.1.1 The Chargor covenants with the Chargee to pay the Secured Amount to the Chargee on the due date for payment.
- 2.1.2 The Chargor covenants with the Chargee to pay Interest on any sum demanded in accordance with Clause 2.1.1 until payment (both before and after judgment).

2.2 Charges

The Chargor with full title guarantee charges to the Chargee:

- 2.2.1 all its right, title and interest in the Property by way of first legal mortgage; and
- 2.2.2 to the extent not effectively charged by Clause 2.2.1, all its right, title and interest in the Property by way of first fixed charge.

2.3 Continuing security

This Legal Charge is made for securing the payment and discharge of the Secured Amount. It is a continuing security and will not be discharged by any payment on account of any part of the Secured Amount.

2.4 Release

- 2.4.1 If and when no Secured Amount is due or could in the future become due in accordance with the Overage Deed to the Chargee (in the Chargee's reasonable opinion) and the Chargor has paid

the Secured Amount to the Chargee, the Chargee will promptly at the request and proper cost of the Chargor release the Property from this Legal Charge.

2.4.2 Without prejudice to the generality of Clause 2.4.1, the Chargee agrees at the proper cost of the Chargor as soon as reasonably practicable following a written request by the Chargor, to release any Exempt Land from the security constituted by this Legal Charge and the restriction referred to in Clause 2.5 in respect of the Exempt Land only (which shall in each case be compliant with the Land Registry's requirements from time to time).

2.4.3 Subject to Clause 2.4.4, the Chargee will if so requested by and at the proper cost of the Chargor in order to facilitate the development of the Property enter into any relevant Works Agreement (as the mortgagee only and subject to a full indemnity from the Chargor in terms acceptable to the Chargee in respect of all liabilities in the relevant Works Agreement) and return to the Chargor and/or consent to the entering into by the Chargor of any relevant Works Agreement as soon as reasonably practicable following service of such Works Agreement.

2.4.4 Any Works Agreement referred to in Clause 2.4.3 which the Chargee is required to enter into shall be in form and substance satisfactory to the Chargee, acting reasonably.

2.5 Land Registry restriction

The Chargor is to apply to the Land Registrar (simultaneously with its application to register the transfer of the Property to the Chargor) on Land Registry form RX1 to enter a restriction on the registered title to the Property in the following Land Registry standard form P:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ...*30th September 2020*... in favour of Secretary of State for Defence referred to in the charges register or their conveyancer"

3. COVENANTS

3.1 Restriction on further security

The Chargor is not to create or permit any further Security to be created in or over the Property without the prior written consent of the Chargee.

3.2 Disposals of the Property

3.2.1 (Save for any disposal of Exempt Land and subject to Clause 2.4.3 and Clause 2.4.4), the Chargor is not to sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the prior written consent of the Chargee.

3.3 Restrictions on leasing

Save for a disposal of Exempt Land the Chargor is not to create any Letting of the Property without the prior written consent of the Chargee.

3.4 Insurance of the Property

The Chargor is to insure the buildings and fixed plant, machinery and fixtures on the Property.

3.5 Additional insurance obligations

The Chargor is to:

- 3.5.1 pay all insurance premiums as soon as they become due;
- 3.5.2 hold all monies received by virtue of any insurance policies in respect of claims relating to the Property only on trust for the Chargee and apply them in making good the loss of or damage to the Property or, if the Chargee so directs following the occurrence of an Event of Default, in or towards discharging the Secured Amount; and
- 3.5.3 pay to the Chargee on demand the costs of any insurance effected by the Chargee to remedy any default by the Chargor in insuring under Clause 3.4.

3.6 Statutory requirements

The Chargor is to comply with all statutory and other requirements affecting the Property.

3.7 Covenants and conditions

The Chargor is to comply with all covenants, encumbrances and conditions which affect the Property or title to the Property.

3.8 Taxes and outgoings

The Chargor is punctually to pay all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character, which now or at any time during the continuance of this Legal Charge are properly payable in respect of the Property or by the owner or occupier of the Property.

3.9 Expenses

The Chargor is to pay all Expenses due to the Chargee within 5 Working Days of a written demand.

3.10 Use of the Property

The Chargor shall not use or permit or suffer the Property to be used other than as a public house.

3.11 Further assurance

The Chargor shall promptly do whatever the Chargee reasonably requires to perfect or protect the Security created or expressed to be created by this Deed, or its priority or to facilitate the realisation of the Property or the exercise of any rights vested in the Chargee or any Receiver.

4. VARIATION OF STATUTORY POWERS

4.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

4.2 Power of leasing

The restriction on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

4.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Amount becomes due and the statutory power of sale and other powers of enforcement arise immediately after the execution of this Legal Charge.

4.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable immediately following an Event of Default.

4.5 Protection for buyers

4.6 A buyer from, tenant or other person dealing with the Chargee or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

4.7 All the protection to purchasers contained in sections 104 and 107 of the 125 Act, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

4.8 Chargee's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge.

5. EVENTS OF DEFAULT

5.1 This Legal Charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events:

5.1.1 the Chargor does not pay any of the Secured Amounts when they fall due and payable to the Chargee;

5.1.2 there is any breach by the Chargor of the Warranties or the covenants on the part of the Chargor in this Legal Charge;

5.1.3 an order is made for the compulsory purchase of the whole or any part of the Property;

5.1.4 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;

5.1.5 an administrator is appointed over the Chargor;

5.1.6 a resolution is passed or an order made for the winding up of the Chargor;

5.1.7 a voluntary arrangement is made in respect of the Chargor under Part I of the Insolvency Act;

5.1.8 the Chargor asks the Chargee to appoint a Receiver in respect of the Property;

6. APPOINTMENT OF RECEIVERS

6.1 Appointment of receivers

At any time after the Chargee's power of sale has become exercisable, the Chargee may appoint one or more than one Receiver in respect of the Property.

6.2 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

6.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly and severally or individually.

6.4 Additional or alternative receivers

The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver.

6.5 Agent of the Chargor

The Receiver will, so far as the law permits, be the agent of the Chargor.

6.6 Chargor's liability

The Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

6.7 Liability for default

The Chargee will not be responsible for any misconduct, negligence or default of the Receiver.

6.8 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Chargor.

6.9 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor.

6.10 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Chargor:

- 6.10.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and
- 6.10.2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act (as varied and extended by this Legal Charge, without the restrictions imposed by sections 103 or 109(1) of the 1925 Act) or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

6.11 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 6.11.1 to take possession of and generally manage the Property;
- 6.11.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
- 6.11.3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 6.11.4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property without restriction;
- 6.11.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 6.11.6 to take, continue or defend any proceedings, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination;
- 6.11.7 to remove, store, sell or otherwise deal with any fixtures and fittings;
- 6.11.8 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 6.11.9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.11 to borrow moneys from the Chargee or others on the security of the Property or otherwise on such terms as the Receiver may in the Receiver's absolute discretion think fit for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge or for any other purpose; and
- 6.11.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation of the Property.

6.12 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this Clause 6.

7. DISTRIBUTIONS

- 7.1 Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amount, be applied in or towards discharging in the following order of priority:
 - 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
 - 7.1.2 the remuneration of the Receiver;

- 7.1.3 the Secured Amount in such order as the Chargee may determine; and
- 7.1.4 the claims of those entitled to any surplus.

8. WARRANTIES

8.1 The Chargor warrants to the Chargee that:

8.1.1 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:

- (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound; or
- (b) cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;

8.1.2 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

8.1.3 no Security exists over the Property other than the security created by this Legal Charge in favour of the Chargee;

8.1.4 no person having any charge or other form of security over any assets of the Chargor has enforced or given notice of its intention to enforce such security; and

8.1.5 no Event of Default has occurred.

9. EXCLUSION OF LIABILITY

9.1 Liability for loss and damage

Neither the Chargee nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers and entry into possession of the Property shall not render the Chargee or any Receiver liable to account as mortgagee in possession.

10. POWERS

10.1 Execution of documents

The Receiver will have power, either in the name of the Chargor or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

10.2 Power of attorney

Following an Event of Default, the Chargor irrevocably appoints the Chargee and separately the Receiver by way of security to be the attorney of the Chargor, with full power to appoint substitutes and to sub-delegate, for the purposes set out in Clause 10.3. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in this Clause.

10.3 Extent of power of attorney

The power of attorney given in Clause 10.2 permits the Chargee or the Receiver in the name of and on behalf of the Chargor:

- 10.3.1 to perfect the security given by the Chargor under this Legal Charge; and
- 10.3.2 to execute any document or do any act or thing which the Chargor is obliged to execute or do under this Legal Charge or which the Chargee or the Receiver may consider appropriate (acting reasonably) in connection with the exercise of any of the powers of the Chargee or the Receiver.

10.4 Time for compliance

- 10.4.1 The Chargee may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by the Chargor of the Chargor's obligations or conditions contained in this Legal Charge without prejudice to the Chargee's rights and remedies in respect of any subsequent breach of them.
- 10.4.2 Neither the Security created by this Legal Charge nor the obligations of the Chargor under this Legal Charge will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Chargee).

10.5 Other indebtedness

The Chargor authorises the Chargee to receive from the holder of any prior or subsequent charge details of the state of account between such holder and the Chargor.

10.6 No liability as mortgagee in possession

Entry into possession of the Property, for whatever reason, will not render the Chargee or any Receiver liable to account as mortgagee in possession.

10.7 Independence of Legal Charge

This Legal Charge is entered into as an entirely separate document to any other arrangement which might be entered into from time to time between the Chargee and the Chargor or the Chargee and any other person. Irrespective of the validity or enforceability of any such other arrangement the Chargor and the Chargee declare that, and it is intended that, this Legal Charge will remain as a valid security and in full force and effect in any event.

10.8 Use and disposal of chattels

If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property without being under any liability to the Chargor other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amount.

10.9 Severance of fixtures

Upon any sale or other disposition in exercise of the powers contained or implied by this Legal Charge the Chargee or any Receiver may sever any fixtures owned by the Chargor from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Amount.

11. NOTICES

11.1 Form of notices

Any notice served under this Legal Charge is to be:

- 11.1.1 in writing;
- 11.1.2 signed by an officer of the party serving the notice or by its solicitors;
- 11.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

11.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

11.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

- 11.3.1 if delivered by hand, at the time of delivery; or
- 11.3.2 if sent by post, on the second working day after posting.

12. LAW AND JURISDICTION

12.1 Governing law

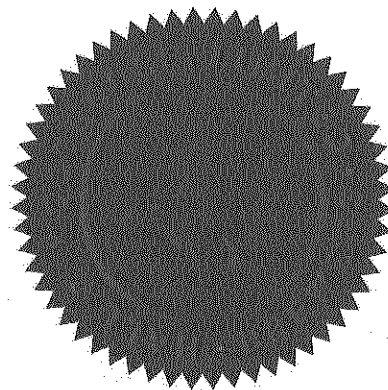
This Legal Charge is to be governed by and interpreted in accordance with English law.

12.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

Executed as a deed by affixing
The Common Seal of
HALL & WOODHOUSE LIMITED
in the presence of:-



.....
Director

.....
Director/Secretary

The Corporate Seal of **SECRETARY OF STATE FOR DEFENCE**
herewith affixed is authenticated by

.....
Authorised Signatory

Date: 30 September 2020

Hall & Woodhouse Limited

as Chargor

Secretary of State for Defence

as Chargee

Legal Charge

Relating to Public House Site, Mindenhurst

THIS LEGAL CHARGE is made the 30th day of September 2020

BETWEEN:

- (1) **HALL & WOODHOUSE LIMITED** a company registered in England (company registration no. 00057696) whose registered office is at The Brewery, Blandford St Mary, Dorset DT11 9LS (the "Chargor"); and
- (2) **SECRETARY OF STATE FOR DEFENCE** of Main Building, Whitehall, London SW1A 2HB (the "Chargee").

IT IS AGREED:

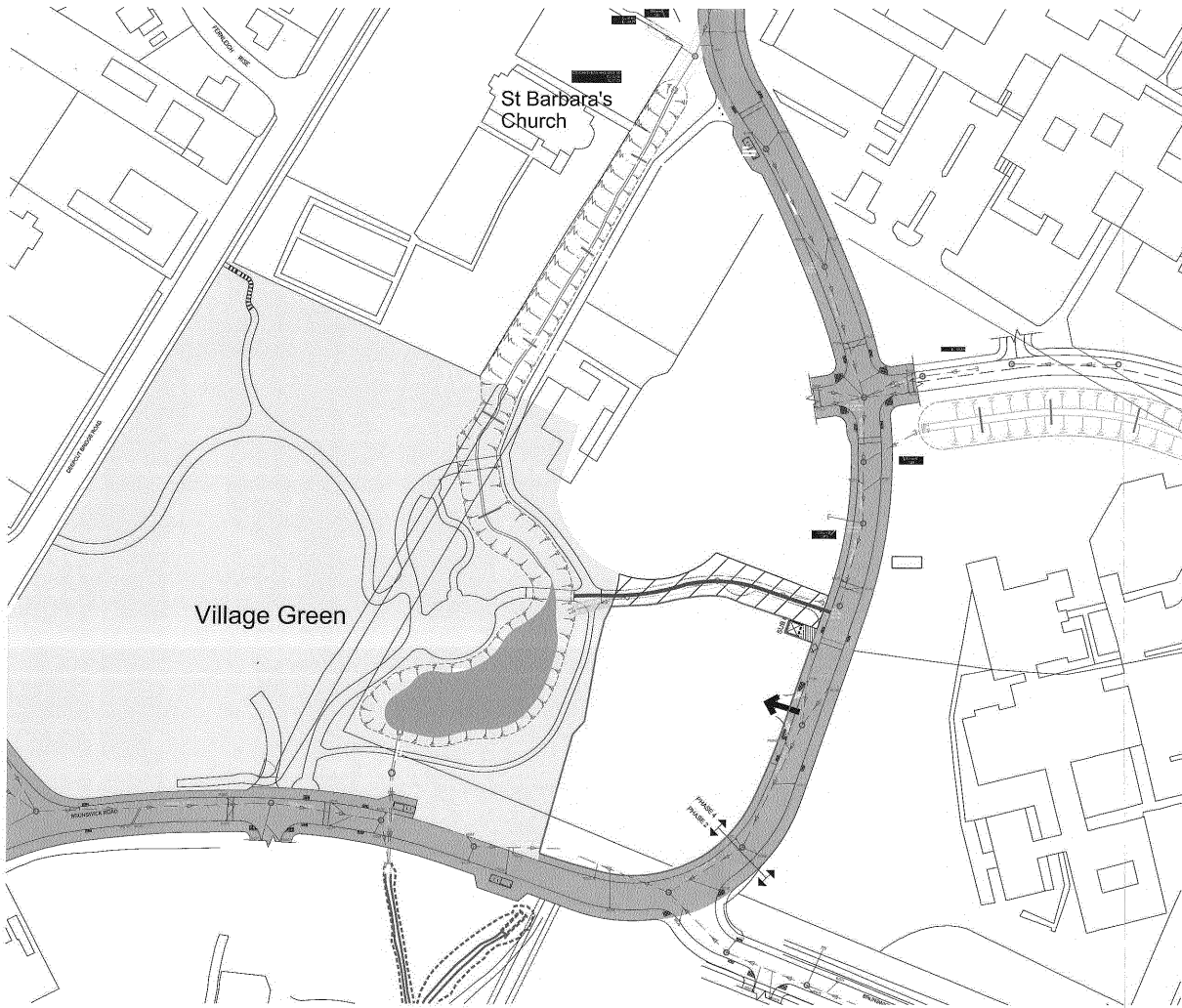
1. INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"Agreement"	an agreement for the sale and purchase of the Property dated <u>30 September</u> 2020 made between the Chargee (1) Skanska UK PLC (2) and the Chargor (3);
"Deferred Payment 1" and "Deferred Payment 2"	The sums respectively due and payable to the Chargee pursuant to clauses 5.5 and 5.6 of the Agreement;
"Event of Default"	any of the events of default set out in Clause 5.1
"Exempt Land"	any part or parts of the Property which are being transferred, leased or otherwise disposed of for the purposes of an electricity substation, pumping station, gas governor station or similar being transferred to an appropriate utility supplier and any easements granted in respect of the same subject to rights to use such infrastructure being reserved in favour of the Property in a form satisfactory to the Chargee (acting reasonably);
"Expenses"	all fees and other charges, legal and other professional fees and unpaid interest and all other expenses and costs which in each case are properly incurred, on a full indemnity basis, together with Value Added Tax and any other taxes, incurred in connection with: <ol style="list-style-type: none">(a) enforcing or exercising any power or right under this Legal Charge; and(b) any breach of any provision of and/or the protection, realisation or enforcement of this Legal Charge

"Insolvency Act"	Insolvency Act 1986
"Interest"	interest calculated on the Secured Amount in the event of it not being paid on the due date for payment at a rate of 4% per annum above the base lending rate from time to time of National Westminster Bank plc from and including the due date of payment to and including the date on which the payment is actually made
"Letting"	any lease of the whole or any part of the Property and includes: <ul style="list-style-type: none"> (a) any under lease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence; and (b) any agreement for the sharing of occupation of the Property
"Overage Deed"	the overage agreement in respect of the Property of even date herewith and made between (1) The Secretary of State for Defence (2) Skanska UK plc and (3) Hall & Woodhouse Limited and any related supplemental deeds
"Property"	the freehold land edged red on the plan attached to this Legal Charge (being all of the land comprised within the transfer of even date herewith made between (1) the Chargee and (2) the Chargor), which at the date of this Legal Charge forms part of the property registered at HM Land Registry with title number SY746846
"Receiver"	any receiver or manager appointed by the Chargee under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
"Secured Amount"	<ul style="list-style-type: none"> (a) the sums payable pursuant to the Overage Deed; and (b) the Deferred Payment 1 and Deferred Payment 2 <p>together with all Expenses and Interest and all other money and liabilities now or at any time hereafter due or owing by the Chargor to the Chargee pursuant to the Overage Deed and this Legal Charge</p>



Notes:
Do not scale from this drawing.
All construction must fall the site and be responsible for taking and checking dimensions.
All construction information should be taken from signed dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
This drawing and the works depicted are the copyright of JTP.

This drawing is for planning purposes only. It is not intended to be used for construction purposes. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accept no responsibility or liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated above.

Key

- Site Boundary for Public House 0.40ha
- Public open space with pedestrian / cycle through routes
- Vehicular Access

SEAL
No. 3515

NOTE: This drawing is based on OS base mapping. It is required to cross check accuracy of information shown against site specific topographical survey information.

Handwritten: 1/28/19, 82

Rev	Date	Description	Drawn	Check
F	22.05.19	Village Green amended	VJB	SP
E	21.05.19	Village Green added	VJB	SP
D	14.05.19	Plan map updated	SP	SP
C	27.07.18	Content updated	SP	SP
B	22.05.18	Content updated	SP	SP
A	22.05.17	First issue	SP	SP
-	08.05.17	First issue	SP	SP

DRAFT

Client:

SKANSKA

jtp JTP Studio
Unit 5, The Run Warehouse
Penington Street
London, E16 6AP
+44 (0)20 7217 1700
www.jtp.co.uk

Project
PRB Deepcut

Drawing Title
Pub Red Line

Scale @ A3 1:1000 Job Ref. 00752
Drawing No. 00752_SK074 Revision F
Scale Bar 0 10 20 30m

"Security"	any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Property, whether fixed or floating, or conferring priority of payment
"Warranties"	the warranties given by the Chargor to the Chargee in Clause 8
"Working Day"	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
"Works Agreement"	any agreement that is made under one or more of Sections 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas Act 1980 or the Water Act 1989 or any statutory provision with a similar purpose or any agreement or easement or wayleave with a local water authority, the Environment Agency, an Internal Drainage Board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Property or any other agreement with a competent authority or body relating to other services for the benefit of or access to and from the Property.

1.2 Construction

In this Legal Charge:

- 1.2.1 the Clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to Clauses are to Clauses in this Legal Charge;
- 1.2.3 references to any statute or statutory provision include references to:
 - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - (b) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Chargee and the Chargor include their respective successors in title to this Legal Charge and, in the case of individuals, their personal representatives.
- 1.2.5 references to the Property includes any part of it;
- 1.2.6 references to this Legal Charge include any deeds and documents varying or supplemental or ancillary to this Legal Charge or entered into pursuant to the terms of this Legal Charge;

- 1.2.7 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Chargee or the Receiver;
- 1.2.8 "including" means "including, without limitation";
- 1.2.9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Chargee or any Receiver;
- 1.2.10 where two or more persons form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 Effect of this Legal Charge

This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this Legal Charge hold for or in respect of the Secured Amount.

1.4 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. CHARGE

2.1 Covenant to pay

- 2.1.1 The Chargor covenants with the Chargee to pay the Secured Amount to the Chargee on the due date for payment.
- 2.1.2 The Chargor covenants with the Chargee to pay Interest on any sum demanded in accordance with Clause 2.1.1 until payment (both before and after judgment).

2.2 Charges

The Chargor with full title guarantee charges to the Chargee:

- 2.2.1 all its right, title and interest in the Property by way of first legal mortgage; and
- 2.2.2 to the extent not effectively charged by Clause 2.2.1, all its right, title and interest in the Property by way of first fixed charge.

2.3 Continuing security

This Legal Charge is made for securing the payment and discharge of the Secured Amount. It is a continuing security and will not be discharged by any payment on account of any part of the Secured Amount.

2.4 Release

- 2.4.1 If and when no Secured Amount is due or could in the future become due in accordance with the Overage Deed to the Chargee (in the Chargee's reasonable opinion) and the Chargor has paid

the Secured Amount to the Chargee, the Chargee will promptly at the request and proper cost of the Chargor release the Property from this Legal Charge.

- 2.4.2 Without prejudice to the generality of Clause 2.4.1, the Chargee agrees at the proper cost of the Chargor as soon as reasonably practicable following a written request by the Chargor, to release any Exempt Land from the security constituted by this Legal Charge and the restriction referred to in Clause 2.5 in respect of the Exempt Land only (which shall in each case be compliant with the Land Registry's requirements from time to time).
- 2.4.3 Subject to Clause 2.4.4, the Chargee will if so requested by and at the proper cost of the Chargor in order to facilitate the development of the Property enter into any relevant Works Agreement (as the mortgagee only and subject to a full indemnity from the Chargor in terms acceptable to the Chargee in respect of all liabilities in the relevant Works Agreement) and return to the Chargor and/or consent to the entering into by the Chargor of any relevant Works Agreement as soon as reasonably practicable following service of such Works Agreement.
- 2.4.4 Any Works Agreement referred to in Clause 2.4.3 which the Chargee is required to enter into shall be in form and substance satisfactory to the Chargee, acting reasonably.

2.5 Land Registry restriction

The Chargor is to apply to the Land Registrar (simultaneously with its application to register the transfer of the Property to the Chargor) on Land Registry form RX1 to enter a restriction on the registered title to the Property in the following Land Registry standard form P:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 30 September 2020 in favour of Secretary of State for Defence referred to in the charges register or their conveyancer"

3. COVENANTS

3.1 Restriction on further security

The Chargor is not to create or permit any further Security to be created in or over the Property without the prior written consent of the Chargee.

3.2 Disposals of the Property

- 3.2.1 (Save for any disposal of Exempt Land and subject to Clause 2.4.3 and Clause 2.4.4), the Chargor is not to sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the prior written consent of the Chargee.

3.3 Restrictions on leasing

Save for a disposal of Exempt Land the Chargor is not to create any Letting of the Property without the prior written consent of the Chargee.

3.4 Insurance of the Property

The Chargor is to insure the buildings and fixed plant, machinery and fixtures on the Property.

3.5 Additional insurance obligations

The Chargor is to:

- 3.5.1 pay all insurance premiums as soon as they become due;
- 3.5.2 hold all monies received by virtue of any insurance policies in respect of claims relating to the Property only on trust for the Chargee and apply them in making good the loss of or damage to the Property or, if the Chargee so directs following the occurrence of an Event of Default, in or towards discharging the Secured Amount; and
- 3.5.3 pay to the Chargee on demand the costs of any insurance effected by the Chargee to remedy any default by the Chargor in insuring under Clause 3.4.

3.6 Statutory requirements

The Chargor is to comply with all statutory and other requirements affecting the Property.

3.7 Covenants and conditions

The Chargor is to comply with all covenants, encumbrances and conditions which affect the Property or title to the Property.

3.8 Taxes and outgoings

The Chargor is punctually to pay all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character, which now or at any time during the continuance of this Legal Charge are properly payable in respect of the Property or by the owner or occupier of the Property.

3.9 Expenses

The Chargor is to pay all Expenses due to the Chargee within 5 Working Days of a written demand.

3.10 Use of the Property

The Chargor shall not use or permit or suffer the Property to be used other than as a public house.

3.11 Further assurance

The Chargor shall promptly do whatever the Chargee reasonably requires to perfect or protect the Security created or expressed to be created by this Deed, or its priority or to facilitate the realisation of the Property or the exercise of any rights vested in the Chargee or any Receiver.

4. VARIATION OF STATUTORY POWERS

4.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

4.2 Power of leasing

The restriction on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

4.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Amount becomes due and the statutory power of sale and other powers of enforcement arise immediately after the execution of this Legal Charge.

4.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable immediately following an Event of Default.

4.5 Protection for buyers

4.6 A buyer from, tenant or other person dealing with the Chargee or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

4.7 All the protection to purchasers contained in sections 104 and 107 of the 125 Act, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

4.8 Chargee's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge.

5. EVENTS OF DEFAULT

5.1 This Legal Charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events:

5.1.1 the Chargor does not pay any of the Secured Amounts when they fall due and payable to the Chargee;

5.1.2 there is any breach by the Chargor of the Warranties or the covenants on the part of the Chargor in this Legal Charge;

5.1.3 an order is made for the compulsory purchase of the whole or any part of the Property;

5.1.4 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;

5.1.5 an administrator is appointed over the Chargor;

5.1.6 a resolution is passed or an order made for the winding up of the Chargor;

5.1.7 a voluntary arrangement is made in respect of the Chargor under Part I of the Insolvency Act;

5.1.8 the Chargor asks the Chargee to appoint a Receiver in respect of the Property;

6. APPOINTMENT OF RECEIVERS

6.1 Appointment of receivers

At any time after the Chargee's power of sale has become exercisable, the Chargee may appoint one or more than one Receiver in respect of the Property.

6.2 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

6.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly and severally or individually.

6.4 Additional or alternative receivers

The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver.

6.5 Agent of the Chargor

The Receiver will, so far as the law permits, be the agent of the Chargor.

6.6 Chargor's liability

The Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

6.7 Liability for default

The Chargee will not be responsible for any misconduct, negligence or default of the Receiver.

6.8 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Chargor.

6.9 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor.

6.10 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Chargor:

- 6.10.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and
- 6.10.2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act (as varied and extended by this Legal Charge, without the restrictions imposed by sections 103 or 109(1) of the 1925 Act) or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

6.11 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 6.11.1 to take possession of and generally manage the Property;
- 6.11.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
- 6.11.3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 6.11.4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property without restriction;
- 6.11.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 6.11.6 to take, continue or defend any proceedings, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination;
- 6.11.7 to remove, store, sell or otherwise deal with any fixtures and fittings;
- 6.11.8 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 6.11.9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.11 to borrow moneys from the Chargee or others on the security of the Property or otherwise on such terms as the Receiver may in the Receiver's absolute discretion think fit for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge or for any other purpose; and
- 6.11.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation of the Property.

6.12 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this Clause 6.

7. DISTRIBUTIONS

- 7.1 Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amount, be applied in or towards discharging in the following order of priority:
 - 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
 - 7.1.2 the remuneration of the Receiver;

- 7.1.3 the Secured Amount in such order as the Chargee may determine; and
- 7.1.4 the claims of those entitled to any surplus.

8. WARRANTIES

8.1 The Chargor warrants to the Chargee that:

- 8.1.1 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:
 - (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound; or
 - (b) cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;
- 8.1.2 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 8.1.3 no Security exists over the Property other than the security created by this Legal Charge in favour of the Chargee;
- 8.1.4 no person having any charge or other form of security over any assets of the Chargor has enforced or given notice of its intention to enforce such security; and
- 8.1.5 no Event of Default has occurred.

9. EXCLUSION OF LIABILITY

9.1 Liability for loss and damage

Neither the Chargee nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers and entry into possession of the Property shall not render the Chargee or any Receiver liable to account as mortgagee in possession.

10. POWERS

10.1 Execution of documents

The Receiver will have power, either in the name of the Chargor or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

10.2 Power of attorney

Following an Event of Default, the Chargor irrevocably appoints the Chargee and separately the Receiver by way of security to be the attorney of the Chargor, with full power to appoint substitutes and to sub-delegate, for the purposes set out in Clause 10.3. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in this Clause.

10.3 Extent of power of attorney

The power of attorney given in Clause 10.2 permits the Chargee or the Receiver in the name of and on behalf of the Chargor:

- 10.3.1 to perfect the security given by the Chargor under this Legal Charge; and
- 10.3.2 to execute any document or do any act or thing which the Chargor is obliged to execute or do under this Legal Charge or which the Chargee or the Receiver may consider appropriate (acting reasonably) in connection with the exercise of any of the powers of the Chargee or the Receiver.

10.4 Time for compliance

- 10.4.1 The Chargee may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by the Chargor of the Chargor's obligations or conditions contained in this Legal Charge without prejudice to the Chargee's rights and remedies in respect of any subsequent breach of them.
- 10.4.2 Neither the Security created by this Legal Charge nor the obligations of the Chargor under this Legal Charge will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Chargee).

10.5 Other indebtedness

The Chargor authorises the Chargee to receive from the holder of any prior or subsequent charge details of the state of account between such holder and the Chargor.

10.6 No liability as mortgagee in possession

Entry into possession of the Property, for whatever reason, will not render the Chargee or any Receiver liable to account as mortgagee in possession.

10.7 Independence of Legal Charge

This Legal Charge is entered into as an entirely separate document to any other arrangement which might be entered into from time to time between the Chargee and the Chargor or the Chargee and any other person. Irrespective of the validity or enforceability of any such other arrangement the Chargor and the Chargee declare that, and it is intended that, this Legal Charge will remain as a valid security and in full force and effect in any event.

10.8 Use and disposal of chattels

If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property without being under any liability to the Chargor other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amount.

10.9 Severance of fixtures

Upon any sale or other disposition in exercise of the powers contained or implied by this Legal Charge the Chargee or any Receiver may sever any fixtures owned by the Chargor from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Amount.

11. NOTICES

11.1 Form of notices

Any notice served under this Legal Charge is to be:

- 11.1.1 in writing;
- 11.1.2 signed by an officer of the party serving the notice or by its solicitors;
- 11.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

11.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

11.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

- 11.3.1 if delivered by hand, at the time of delivery; or
- 11.3.2 if sent by post, on the second working day after posting.

12. LAW AND JURISDICTION

12.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

12.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

The Common Seal of
HALL & WOODHOUSE LIMITED
was hereunto affixed in the
presence of:-

.....
Director

.....
Director/Secretary

The Corporate Seal of **SECRETARY OF STATE FOR DEFENCE**
herewith affixed is authenticated by

.....
Authorised Signatory

Asst Hd Estates B2.

