

MR01

Particulars of a charge

067815/13

Oyez

7815/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

☐ What this form is for
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR01



A44X9YGQ
A07 08/04/2015 #264

COMPANIES HOUSE

COMPANIES HOUSE #3

A43XNTMZ
A32 25/03/2015 #2
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
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
delivered with a court order extending the time for delivery.

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

1 Company details

Company number 00227621
Company name in full A G POTTER (FRAMLINGHAM) LIMITED

15 For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 20/03/2015

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 PHILLIPS 66 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

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

THE FREEHOLD PROPERTY KNOWN AS POTTERS FILLING STATION, STATION ROAD, FRAMLINGHAM, WOODBRIDGE, SUFFOLK IP13 9EE SHOWN EDGED RED ON THE CHARGE PLAN

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"

Please limit the description to the available space

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

This form must be signed by a person with an interest in the charge

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
ANDREW FLEMING

Company name
Blockslegal LLP

Address
2-6 Arcade Street

Ipswich

Post town

County/Region

Postcode
I P S W I C H

Country

DX
Ipswich DX3207

Telephone
01473230033



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 £13 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 NR Belfast 1



Further information

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

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

PROFORMA

Company Number 00227621
Company Name A G Potter (Framlingham) Limited
Contact Name/ Organisation Amy Clarke, Blocks Solicitors LLP
Address 2-6 Arcade Street, Ipswich, Suffolk IP1 1EL

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08
Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please amend section 5 and tick 'yes' instead of 'no' to reflect that there are other charges (other than a floating charge) over assets other than those required to be described in the 'Description Field' (section 4).



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 227621

Charge code: 0022 7621 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2015 and created by A.G.POTTER (FRAMLINGHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2015

Given at Companies House, Cardiff on 23rd April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made by way of deed the 20th day of March 2015

We hereby certify this to be a
true copy of the original
BLOCKSLEGAL LLP
2-6 ARCADE STREET
IPSWICH IP1 1EL
DATE 24-03-2015

BETWEEN:

- (1) **A G POTTER (FRAMLINGHAM) LIMITED** whose registered office is at Station Road Framlingham Woodbridge Suffolk IP13 9EE registered number 00227621 ("the Mortgagor") and
- (2) **PHILLIPS 66 LIMITED** (Registered Number 529086) whose registered office is at 7th Floor 200-202 Aldersgate Street London EC1A 4HD whose address for service is Phillips 66 Centre 2 Kingmaker Court Warwick Technology Park Warwick CV34 6DB ("Phillips")

WITNESSES as follows -

- 1 **THIS** Charge shall be security for the payment and discharge of the Secured Liabilities as defined in Clause 2
- 2 **THE** expression "Secured Liabilities" used herein means -
 - 2 1 all indebtedness and other liabilities whatsoever of the Mortgagor to Phillips (in whatever currency denominated) howsoever arising and whether present future (including those arising by subrogation or on assignment) actual or contingent and whether incurred solely severally or jointly and whether as principal or as surety or guarantor on any account and in any way whatsoever, and
 - 2 2 all legal and other costs charges and expenses howsoever incurred by Phillips or any Receiver in relation to this Charge or such indebtedness and other liabilities (including without limitation all amounts which Phillips may from time to time require to compensate it for its internal management and administration costs and expenses) on a full indemnity basis, and
 - 2 3 interest on the foregoing day by day from demand until full discharge such interest being chargeable in the absence of specific agreement at

the rate of 3% per annum above the published base rate from time to time of National Westminster Bank PLC (as well after as before any demand made or judgment obtained)

- 3 **THE** Mortgagor covenants to pay and discharge and satisfy the Secured Liabilities when they are due
- 4 **THE** Mortgagor acknowledges that the Secured Liabilities shall in the absence of express written agreement by Phillips to the contrary be due and payable immediately on demand
- 5 **THE** Mortgagor with full title guarantee hereby charges to Phillips as a continuing security with the payment and discharge of the Secured Liabilities -
 - 5 1 by way of Legal Mortgage the property described or referred to in the First Schedule together with all buildings and fixtures (including trade fixtures) fixed plant and equipment and machinery from time to time thereon (all of which being known herein as "the Property" which expression includes the whole and each and every part thereof) and so that the security hereby constituted shall extend to and include the Mortgagor's beneficial interest in the Property and in the proceeds of sale thereof subject only to the encumbrances (if any) referred to in the Second Schedule, and
 - 5 2 the benefit of all rights licences rents deposits contracts deeds undertakings and warranties relating to the Property, and
 - 5 3 the goodwill (if any) of the Mortgagor in relation to the business carried on at the Property from time to time
- 6 **THE** Mortgagor shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which Phillips may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in Phillips or any Receiver

- 7 **THE** Mortgagor hereby covenants with Phillips that the Mortgagor will not at any time during the subsistence of this security create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the Property securing any obligation of any person without the prior consent of Phillips and in respect of any part of or interest in the Property title to which is registered at HM Land Registry the Mortgagor hereby applies to HM Chief Land Registrar to enter a restriction on the Proprietorship Register of the title to the Property in Land Registry standard form P
- 8 **IF** the Mortgagor shall pay to Phillips the Secured Liabilities in accordance with the covenants contained in this Charge Phillips at the request and cost of the Mortgagor will duly discharge this Charge
- 9 **UNTIL** this Charge is discharged the Mortgagor hereby covenants with Phillips that the Mortgagor will
- 9 1 keep all buildings on the Property and all fixtures and plant and equipment and machinery being part of the Property in good and substantial repair and condition and insure and keep insured all such buildings fixtures plant equipment and machinery with such insurer and against such risks and in such amounts and otherwise upon such terms as Phillips may require (and failing such requirement in accordance with the practice in respect of items of the same type from time to time current amongst prudent men of business) and will procure that the interest of Phillips is noted upon all policies of such insurance including the obligation referred to in sub-clause 9 1 2 below and (if Phillips so requires) will produce to Phillips all such policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies and it is hereby agreed (whether or not this Charge shall have become enforceable)
- 9 1 1 that Phillips may (but without being under any duty to do so) itself repair such buildings fixtures plant equipment and

- machinery (and may for that purpose enter upon the Property with or without workmen and others without being deemed to have gone into possession thereof) or itself insure and keep insured such buildings fixtures plant equipment and machinery and that the Mortgagor shall be liable to Phillips for the expenses of Phillips in so doing, and
- 9 1 2 that all sums at any time payable under any of such policies of insurance shall be paid to Phillips (and if the same be not paid directly to Phillips by the insurers then the Mortgagor shall be trustee of the same for the benefit of Phillips and shall account to Phillips accordingly), and
- 9 1 3 that all sums so payable shall at the option of Phillips be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of any of the Secured Liabilities,
- 9 2 not without the prior written consent of Phillips pull down or remove the whole or any part of any buildings forming part of the Property or sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) remove any of the plant equipment and machinery forming part of the Property and will whenever any of the said plant equipment and machinery is destroyed or damaged or deteriorates forthwith repair replace and make good the same,
- 9 3 carry on the trade or business of the retail sale of motor fuels and other petroleum products from the Property in accordance with the standards of good management from time to time current in such trade or business,
- 9 4 9 4 1 not without the prior consent of Phillips carry out or permit or suffer to be carried out on the Property any development as defined in the Town & Country Planning Act 1990 nor change or permit or suffer to be changed the user of the Property from that of a petrol filling station,

- 9 4 2 comply in all respects with the Planning Acts and all licences
consents permissions or conditions granted or imposed
thereunder,
- 9 5 not without the prior written consent of Phillips alter the layout of the
forecourt or means of vehicular access to or egress from the Property and
not reduce the number of petrol pumps at the Property below the number
which now exists there or below any greater number which may in future
be installed,
- 9 6 permit representatives of Phillips with or without workmen or others to
enter the Property at all reasonable times after at least twenty four hours
prior notice (except in the case of emergency) to view the state of repair
and condition of the Property,
- 9 7 at all times duly observe and perform and comply with all the terms and
conditions to be observed and performed by the Mortgagor in any
agreement entered into between the Mortgagor and Phillips from time to
time in relation to the supply of motor fuels petroleum and other products
to the Property,
- 9 8 not be or become engaged or in any way interested in the business of
any other petrol filling station within a radius of one mile from the
Property,
- 9 9 without prejudice to the generality of clause 9 4 2 above observe all
statutory and other provisions contained in any regulation made by any
competent authority or in any policy of insurance relating to the Property
with regard to the storage and use of petroleum and/or other explosive or
flammable oils or substances,
- 9 10 within 7 days after becoming aware thereof give full particulars to Phillips
of any notice order direction designation resolution or proposal having
specific application to the Property or to the locality in which it is situate
given or made by any planning authority or other public body or authority
whatsoever and (if Phillips so requires) forthwith and at the cost of the
Mortgagor take all reasonable and necessary steps to comply with any
such notice order direction designation or resolution and make or join with

- Phillips in making such objections or representations in respect of any such proposal as Phillips may desire,
- 9 11 observe and perform all covenants stipulations and conditions to which the Property or the user thereof is now or may hereafter be subjected and (if Phillips so requires) produce to Phillips evidence sufficient to satisfy Phillips that such covenants stipulations and conditions have been observed and performed and (without prejudice to the generality of the foregoing) as regards any lease under which all or any part of the Property is held duly and punctually pay all rents due or to become due thereunder and perform and observe all the covenants and conditions on the part of the tenant which are therein contained,
- 9 12 not without the prior written consent of Phillips grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in the Property or any part thereof and if any such consent is granted to provide Phillips with a full copy of any such licence or tenancy (certified as true by a Solicitor) and to give Phillips whatever other details it may reasonably require and to give Phillips thereafter full details of any breach of licence or tenancy,
- 9 13 procure that no person shall be registered under the Land Registration Act 2002 as proprietor of the Property or any part thereof without the prior written consent of Phillips and the Mortgagor shall be liable for the costs incurred by Phillips in lodging from time to time cautions against the registration of the title to all or any part of the Property,
- 9 14 procure that no person shall become entitled to assert any proprietary or other like right or interest over the Property without the prior written consent of Phillips
- 10 **THIS** Charge shall become enforceable
- 10 1 if the Mortgagor fails to pay any of the Secured Liabilities when due,

- 10 2 if the Mortgagor shall be in breach of any of the obligations assumed by the Mortgagor under this Charge and such breach (if capable of remedy) has not been remedied to the satisfaction of Phillips before the expiry of 30 days after the date of such breach, or
- 10 3 if the Mortgagor is or includes an individual upon the Mortgagor or such individual entering into any composition or arrangement for the benefit of his creditors or if a bankruptcy order is made against him, or
- 10 4 if the Mortgagor is or includes a body corporate upon the presentation of a petition by any person for an administration order in relation to such body corporate or upon the making of an order or the passing of a resolution for the winding up (save with the prior written consent of Phillips for the purpose of reconstruction or amalgamation only) of the Mortgagor or if such body corporate shall enter into any composition or arrangement for the benefit of its creditors or if a Receiver or Administrative Receiver or Manager or Liquidator is appointed over the whole or any substantial part of the undertaking or assets of such body corporate, or
- 10 5 if an encumbrancer shall take possession or occupation of the Property or any part thereof or any secured creditor of the Mortgagor shall seek to enforce his security in respect of the Property or any part thereof or if any other event shall happen which puts in jeopardy all or any part of the security afforded by this Charge or if any other event shall occur which has been agreed in writing between the Mortgagor and Phillips as an event upon the occurrence of which this or any other security for all or any of the monies and liabilities shall be enforceable,

and upon notice thereof being given to the Mortgagor by Phillips and at any time thereafter (whether or not any of the above events is continuing) the powers of sale and of appointing a Receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by Phillips free from the restrictions contained in Sections 103 and 109 of that Act

- 11 **IF** Phillips enters into possession of the Property under the provisions of this Charge it shall not be accountable to the Mortgagor as a mortgagee in possession save on the footing of wilful default
- 12 **A** Receiver appointed by Phillips under this Charge shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts omissions defaults and remuneration) and such Receiver shall be entitled to exercise all powers conferred upon him by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of Phillips's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely
- 12 1 to take possession of collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit,
- 12 2 to sell transfer assign let or lease or concur in selling letting or leasing the Property or any part of it on such terms and conditions and for such consideration as he may in his absolute discretion think fit,
- 12 3 if the Property is leasehold to vary the terms of or surrender any lease of it or any part of it on such terms as he shall think fit,
- 12 4 to do all such acts and things as an absolute owner could do in the management of the Property and in particular himself or through a third party
- 12 4 1 for the purpose of exercising any of the rights powers authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow monies from Phillips or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit
- 12 4 2 to compromise or settle any claims arising out of or against the Property,
- 12 4 3 to undertake or complete or repair any works or building or development on the Property,

- 12 4 4 to grant or to accept surrenders of any leases or tenancies affecting the Property upon such terms and subject to such conditions as he thinks fit,
 - 12 4 5 to carry on a business of the petrol filling station at and upon the Property or to carry on any other business which may lawfully be carried on,
 - 12 4 6 to provide services and employ or engage such managers contractors and other personnel and professional advisers on such terms as he deems expedient, and
 - 12 4 7 to make such elections for value added tax purposes as he thinks fit
- 12 5 to charge such sum by way of remuneration (in addition to all costs charges and expenses incurred by him) as Phillips may prescribe or agree with the Receiver,
- 12 6 to do all such other acts or things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

PROVIDED nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and so long as Phillips shall in writing exclude the same whether in or at the time of his appointment or subsequently and the Receiver shall apply all monies received by him (other than insurance monies) first in discharge of payments taxes rates and outgoings whatever affecting the Property, secondly in keeping down all annual sums or other payments and the interest on all principal sums having priority to the monies and liabilities secured by this Charge, and thirdly in paying his remuneration and discharging all costs charges and expenses incurred by him, and shall pay the balance of such monies to Phillips to the intent that the provisions of Section 109 (8) of the Law of Property Act 1925 shall be varied accordingly

- 13 **ANY** purchaser or any other person dealing with Phillips or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exerciseable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with Phillips or such Receiver All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with Phillips or any Receiver
- 14 **THE** statutory powers of sale leasing and accepting surrenders exercisable by Phillips are hereby extended so as to authorise Phillips whether in the name of Phillips or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as Phillips in its absolute discretion shall think fit
- 15 **THE** Mortgagor hereby irrevocably appoints Phillips and each and every Receiver appointed by Phillips (jointly and also severally) under the provisions of this Charge the attorney of the Mortgagor and in the name of and on behalf of the Mortgagor and as the Mortgagor's act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which such Receiver or Phillips may consider expedient in the exercise of any of his or its powers or in respect of the Mortgagor's obligations under this Charge The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971
- 16 **AT** any time after this Charge shall have become enforceable Phillips or any Receiver appointed by Phillips under this Charge may dispose of any goods or

chattels found on the Property (including for the avoidance of doubt any stocks of motor fuels lubricants or other petroleum products and any products normally sold from any shop on the Property) as agent for the Mortgagor and without prejudice to any obligation to account for the proceeds of any sale of such goods or chattels Phillips or such Receiver shall be indemnified by the Mortgagor against any liability arising from such disposal

- 17 **AT** any time after this Charge shall have become enforceable or after any powers conferred by any encumbrance having priority to this Charge shall have become exercisable Phillips may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer in accordance with such accounts which shall as from such payment be due from the Mortgagor to Phillips and shall bear interest and be secured as part of the Secured Liabilities
- 18 18 1 This Charge shall be in addition to and shall be independent of every other security which Phillips may at any time hold for any of the Secured Liabilities and it is hereby declared that no security held by Phillips over the whole or any part of the Property shall merge in the security created by this Charge
- 18 2 This Charge shall remain in full force and effect as a continuing security unless and until Phillips discharges this Charge
- 19 **PHILLIPS** may in its discretion grant time or other indulgence (including by simply not enforcing or insisting on any right) or make any other arrangement variation or release with any person or persons not party hereto or where there are two or more persons comprised in the expression "the Mortgagor" with any of such persons (whether or not such person or persons are jointly liable with the Mortgagor) in respect of any of the Secured Liabilities or of any other security therefor without prejudice either to this Charge or to the liability of the Mortgagor for the Secured Liabilities

- 20 **THE** Mortgagor shall pay on a full indemnity basis all costs charges and expenses in any way incurred by Phillips in relation to this charge (including the costs of any proceedings in relation to this Charge or the Secured Liabilities)
- 21 **IF** Phillips receives notice of any subsequent charge or other interest affecting all or part of the Property Phillips may open a new account or accounts for the Mortgagor in its books and if Phillips does not do so then unless Phillips gives express written notice to the contrary to the Mortgagor as from the time of receipt of such notice by Phillips all payments made by the Mortgagor to Phillips in the absence of any express appropriation by the Mortgagor to the contrary shall be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the amount due owing or incurred from the Mortgagor to Phillips at the time when it received such notice
- 22 **ANY** demand or notice under this Charge may be made or given by any manager or officer of Phillips by letter addressed to the Mortgagor or sent by first class post to or left at the Property or at the registered office of the Mortgagor (if a body corporate) and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and where there are two or more persons comprised in the expression "the Mortgagor" a demand or notice may be made or given to the Mortgagor by making or giving the same only to either the first or second or other person named above
- 23 **THE** rights and remedies of Phillips herein provided are in addition to and not in substitution for any rights or remedies provided by law
- 24 **THE** restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Charge

- 25 **THE** Mortgagor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Mortgagor under this Charge)
- 26 **PHILLIPS** may at any time assign or otherwise transfer some or all of its rights benefits and obligations under this Charge
- 27 **THE** Mortgagor hereby consents to the disclosure by Phillips of any information about the Mortgagor this Charge the Property and any of the Secured Liabilities
- 27 1 to any person to whom Phillips has assigned or transferred or proposes or may propose to assign or transfer all or any of its rights and benefits under this Charge or the Secured Liabilities, or
- 27 2 to any person with whom Phillips has entered or proposes or may propose to enter into any contractual arrangements in connection with this Charge or the Secured Liabilities, or
- 27 3 to any person whom Phillips proposes or may propose to appoint a Receiver hereunder
- 27 4 to any other person if required or permitted by law to do so
- 28 **WHERE** the context so admits
- 28 1 the expression "the Mortgagor" shall include any person from time to time deriving title under the Mortgagor and the expression "Phillips" shall include its successors transferees and assigns to the extent of their respective rights and benefits,
- 28 2 the expression "Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and

Compensation Act 1991 and any other Acts which deal with like matters and all regulations and orders made or confirmed under any of them

28 3 any reference herein to a person shall include a body corporate,

28 4 references herein to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision

28 5 references to the singular shall include the plural and vice versa the use of the male pronoun shall include the female and neuter and the use of the neuter pronoun shall include both the male and the female

29 **WHERE** there are two or more persons comprised in the expression "the Mortgagor" the covenants expressed to be made and the security given by the Mortgagor shall be deemed to be made by such persons jointly and severally

30 **IT IS NOT INTENDED** that anyone who is not a party hereto should have any rights arising hereunder by virtue of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this deed has been executed by the Mortgagor and is intended to be and is hereby delivered the day and year first above written

THE FIRST SCHEDULE

referred to above

Unregistered Title

The freehold property known as Potters Filling Station Station Road Framlingham Woodbridge Suffolk IP13 9EE forming part of the land contained in a conveyance dated 25 August 1989 made between Mollie Cooper-Webster (1) and the Mortgagor (2) as the same is shown for identification purposes edged red on the plan attached hereto ('the Charged Property') which is now vested in the Mortgagor and also TOGETHER WITH the following rights over the adjacent land retained by the Mortgagor shown edged blue on the plan attached hereto ('the Retained Property') for the benefit of the Charged Property

1 – The right (in common with others) for Phillips to pass over that part of the land retained by the Mortgagor shown coloured yellow on the plan attached ('the Accessway') to and from the public highway to the Charged Property subject to Phillips contributing a fair and reasonable proportion to the maintenance and upkeep of the Accessway according to user from time to time

2 – The right (in common with others) to the free and uninterrupted use of all service media including (without limitation) interceptor drains situated on the Retained Property together with the right to enter onto the Retained Property on reasonable notice of a least 2 days (except in emergency) to install, connect to, clean, alter, renew, replace or inspect the service media subject to contributing a fair and reasonable proportion to the maintenance and upkeep of such service media according to user from time to time (and in the case of the interceptor drains 50% of such costs)

3 – The usual rights of support and protection for the Charged Property from the Retained Property

4 – The right to build upon any boundary walls or fences or connected into the service media upon the Retained Property subject to making as little disturbance as possible and making good all damage caused thereby

EXCEPTING AND RESERVING the following rights over the Charged Property for the benefit of the Retained Property

1 – The right (in common with others) to the free and uninterrupted use of all service media including (without limitation) interceptor drains situated on the Charged Property together with the right to enter onto the Charged Property on reasonable notice of at least 2 days (except in emergency) to install, connect to, clean, alter, renew, replace or inspect the service media subject to contributing a fair and reasonable proportion to the maintenance and upkeep of such service media according to user from time to time (and in the case of the interceptor drains 50% of such costs)

2 – The usual rights of support and protection for the Retained Property from the Charged Property

3 – The right to build upon any boundary walls or fences or connect into the service media upon the Charged Property subject to making as little disturbance as possible and making good all damage caused thereby

4 – Full rights of light and air and other consents and right now or at any time during the term of this Charge belonging to or enjoyed by the Retained Property

5 – The right to undertake development including construction, extension, alterations or rebuilding of buildings upon the Retained Property notwithstanding that access of light and air to the Charged Property may be affected or diminished

6 – In respect of that part of the Charged Property coloured green on the plan attached ('the Park Accessway')

(a) the right of way for the Mortgagor (in common with others) to pass over the Park Accessway to and from the public highway to the Retained Property but subject to the Mortgagor contributing a reasonable proportion of the maintenance and upkeep of the Park Accessway according to user from time to time,

(b) the right to enter onto the Park Accessway with workmen, tools and plant for the purposes of the repair, maintenance, replacement, renewal, inspection and resurfacing of the Park Accessway doing no avoidable damage and making good all damage caused thereby to the reasonable satisfaction of Phillips,

(c) the right to enter onto the Park Accessway with workmen, tools and plant for the purpose of laying or constructing new service media and connecting the same to the service media at any time during the term of this Charge doing no avoidable damage and making good all damage caused thereby to the reasonable satisfaction of Phillips,

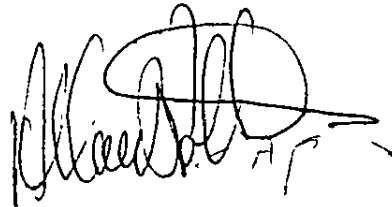
(d) all necessary rights of visibility from the Park Accessway for the safe entry onto and from the public highway without obstruction


THE SECOND SCHEDULE

referred to above
(prior Mortgages or Charges)

None

EXECUTED as a Deed by
A G POTTER (FRAMLINGHAM) LIMITED
acting by one Director in the presence of -




KEITH BARTHOLOMEW
11 BISHOPS WAY
STRABROKE
1821 STR
ACCOUNTANT

