



Registration of a Charge

Company name: **BFS GROUP LIMITED**

Company number: **00239718**

Received for Electronic Filing: **22/11/2017**



X6JQ800B

Details of Charge

Date of creation: **16/11/2017**

Charge code: **0023 9718 0002**

Persons entitled: **BRAVO SERVICES LIMITED**

Brief description: **THE SELLER WITH FULL TITLE GUARANTEE CHARGES THE FREEHOLD PROPERTY AT KING EDWARD AVENUE, WORTHING AND REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBERS SX58756 AND SX31360 ("THE PROPERTY") BY WAY OF LEGAL MORTGAGE WITH PAYMENT TO THE BUYER OF ALL MONEY BECOMING DUE TO THE BUYER IN THE EVENT OF DEFAULT.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LAWRENCE STEPHENS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 239718

Charge code: 0023 9718 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2017 and created by BFS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2017 .

Given at Companies House, Cardiff on 24th November 2017

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

DATED.....16 November 2017.....

- (1) BFS GROUP LIMITED
- (2) BRAVO SERVICES LIMITED

LEGAL CHARGE

relating to
Bidfood Depot
King Edward Avenue
Worthing
West Sussex
BN14 8DH

LONDON ♦ MILTON KEYNES



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THIS AGREEMENT IS MADE THE /6th DAY OF November

2017

BETWEEN

- (1) BFS GROUP LIMITED incorporated and registered in England and Wales with company number 239718 whose registered office is at 814 Leigh Road, Slough SL1 4BD (the "Seller"); and
- (2) BRAVO SERVICES LIMITED incorporated and registered in England and Wales with company number 9548033 whose registered office is at 37 Duke Street, London W1U 1LN (the "Buyer").

RECITALS

- (A) Under the Contract, the Buyer has paid the Purchase Price into the Escrow Account.
- (B) The Seller owns the Property.
- (C) Under this Deed, the Seller provides security to the Buyer for the Purchase Price in the event that the Buyer becomes entitled to the Purchase Price to be paid back to the Buyer.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Contract shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

"Contract" means the contract for the sale and purchase of the Property of even date herewith and made between the Seller (1) and the Buyer (2)

"Delegate" means any person appointed by the Buyer or any Receiver under clause 12 and any person appointed as attorney of the Buyer, Receiver or Delegate

"Event of Default" means an event described in Clause 9.1.1 or 9.1.2

"Expenses" means all fees and legal and other costs charges and expenses which the Buyer or any Receiver may properly charge or incur in relation to the protection realisation or enforcement of this Deed or any Relevant Agreement

"Insolvency Event" means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of that person or (iii) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (iv) an

encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction

"Insurance Policy" means each contract or policy of insurance effected or maintained by the Seller from time to time in respect of the Property

"Interest" means interest to which the Buyer may be entitled under the Contract

"LPA 1925" means the Law of Property Act 1925

"Property" means the freehold owned by the Seller described in Schedule 1 and as defined in the Contract

"Receiver" means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise

"Relevant Agreement" means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities

"Secured Liabilities" means the Purchase Price under the Contract, together with Interest and Expenses

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

"Security Period" means the period starting on the date of this Deed and on the date of completion of the sale and purchase of the Property under the Contract

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this Deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** does not include email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisational, registration and resolution;
- 1.2.16 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Contract and of any side letters between any parties in relation to the Contract are incorporated into this Deed.

1.4 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 **Schedules**

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2 **COVENANT TO PAY**

emw
The Seller shall, on demand, pay to the Buyer and discharge the Secured Liabilities when they become due. **INSERT RIDER**

3 **GRANT OF SECURITY**

3.1 **Legal mortgage and fixed charges**

The Seller with full title guarantee charges the Property by way of legal mortgage with payment to the Buyer of all money becoming due to the Buyer in the Event of Default.

4 **PERFECTION OF SECURITY**

4.1 **Registration of legal mortgage at the Land Registry**

The Seller consents to an application being made by the Buyer to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 [DATE] in favour of Bravo Services Limited referred to in the charges register or [their conveyancer or specify appropriate details]]."

5 **LIABILITY OF THE SELLER**

5.1 **Liability not discharged**

The Seller's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Buyer that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

RIDER TO CLAUSE 2

PROVIDED THAT any monies contained in the Escrow Account (as defined in the Contract) shall firstly be released to the Buyer to satisfy in part the Secured Liabilities, with the remainder of the Secured Liabilities being paid from the Seller's own resources, and following payment of all monies in the Escrow Account, the Escrow Account shall be closed, and following payment of the Secured Liabilities unconditionally and irrevocably and discharged in full and there being no further Secured Liabilities capable of being outstanding, the Legal Charge shall be discharged at the request and cost of the Seller.

- (b) the Buyer renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5, might have discharged, or otherwise prejudiced or affected, the liability of the Seller.

6 REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

The Seller makes the representations and warranties set out in this clause 6 to the Buyer on the date of this deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6.2 Ownership of Property

Save for the interest of the Buyer under the Contract, the Seller is the sole legal and beneficial owner of the Property.

6.3 No Security

The Property is free from any Security other than the Security created by this deed.

6.4 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Seller and is and will continue to be effective security over all and every part of the Property in accordance with its terms.

7 GENERAL COVENANTS

7.1 Negative pledge and disposal restrictions

The Seller shall not at any time, except with the prior written consent of the Buyer (which shall not be unreasonably withheld or delayed):

- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, the Property other than any Security created by this Deed;
- 7.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or
- 7.1.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

7.2 COMPLIANCE WITH LAWS AND REGULATIONS

- 7.2.1 The Seller shall not, without the Buyer's prior written consent, use or permit the Property to be used in any way contrary to law.

8 PROPERTY COVENANTS

8.1 Payment of outgoings

The Seller shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 The security constituted by this Deed shall become immediately enforceable, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms if:-

9.1.1 The Contract is terminated by reason of the default of the Seller; or

9.1.2 An Insolvency Event occurs in respect of the Seller.

9.2 Section 103 LPA shall not apply to this Deed nor to any sale by the Buyer or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Buyer or such Receiver and a purchaser from the Buyer or such Receiver arise and be exercisable at any time after the execution of this Deed provided that the Buyer shall not exercise this power of sale until an Event of Default shall have occurred but this proviso shall not affect a purchaser or put him upon enquiry as to whether such monies have become payable or as to whether an Event of Default has occurred.

9.3 After the security constituted by this Deed has become enforceable, the Buyer may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

10 ENFORCEMENT OF SECURITY

10.1 Enforcement powers

10.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Buyer and a purchaser from the Buyer, arise on and be exercisable at any time after the execution of this Deed, but the Buyer shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 9.1.

10.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

10.2 Protection of third parties

No purchaser, mortgagee or other person dealing with the Buyer, any Receiver or Delegate shall be concerned to enquire:

10.2.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

10.2.2 whether any power the Buyer, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

10.2.3 how any money paid to the Buyer, any Receiver or any Delegate is to be applied.

10.3 Privileges

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

10.4 No liability as mortgagee in possession

Neither the Buyer, any Receiver nor any Delegate shall be liable, by reason of entering into possession of the Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such.

10.5 Relinquishing possession

If the Buyer, any Receiver or Delegate enters into or takes possession of the Property, it or he may at any time relinquish possession.

10.6 Conclusive discharge to purchasers

The receipt of the Buyer or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Buyer, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

11 RECEIVERS

11.1 Appointment

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

11.2 Removal

The Buyer may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Buyer may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

11.4 Power of appointment additional to statutory powers

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

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Buyer despite any prior appointment in respect of all or any part of the Property.

11.6 Agent of the Seller

Any Receiver appointed by the Buyer under this Deed shall be the agent of the Seller and the Seller shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Seller goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Buyer.

12 DELEGATION

12.1 Delegation

The Buyer or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed.

12.2 Terms

The Buyer and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Liability

Neither the Buyer nor any Receiver shall be in any way liable or responsible to the Seller for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13 APPLICATION OF PROCEEDS

13.1 Order of application of proceeds

All monies received by the Buyer, a Receiver or a Delegate under this Deed after the security constituted by this Deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 13.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Buyer (and any Receiver, Delegate, attorney or agent appointed by it)

under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;

13.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Buyer determines; and

13.1.3 in payment of the surplus (if any) to the Seller or other person entitled to it.

13.2 Appropriation

Neither the Buyer, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 Suspense account

All monies received by the Buyer, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

13.3.1 may, at the discretion of the Buyer, Receiver or Delegate, be credited to any suspense or securities realised account;

13.3.2 shall bear interest, if any, at the rate agreed in writing between the Buyer and the Seller; and

13.3.3 may be held in that account for so long as the Buyer, Receiver or Delegate thinks fit.

14 ASSIGNMENT AND TRANSFER

14.1 No Assignment

Neither party may assign any of its rights, or transfer any of its rights or obligations, under this Deed.

15 AMENDMENTS, WAIVERS AND CONSENTS

15.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

15.2 Waivers and consents

15.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

15.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Buyer shall be effective unless it is in writing.

15.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

16 SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

17 COUNTERPARTS

17.1 Counterparts

17.1.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

18 THIRD PARTY RIGHTS

18.1 Third party rights

18.1.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19 NOTICES

19.1 Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

19.1.1 in writing;

19.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

19.1.3 sent to:

19.1.3.1 the Seller at:

814 Leigh Road, Slough SL1 4BD

Attention: The Company Secretary

19.1.3.2 the Buyer at:

37 Duke Street, London, W1U 1LN

Attention: Thomas Phillips

or to any other address as is notified in writing by one party to the other from time to time.

19.2 Receipt

Any notice or other communication shall be deemed to have been received:

19.2.1 if delivered by hand, at the time it is left at the relevant address; and

19.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

19.3 Service of proceedings

This clause 1920 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.4 No notice by email

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

20 GOVERNING LAW AND JURISDICTION

20.1 Governing law

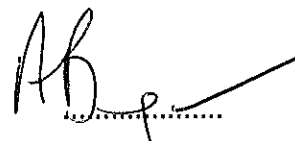
This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Buyer to take proceedings against the Seller in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.


IN WITNESS whereof this Agreement type has been executed and delivered as a deed on the date first above written.

Executed as a deed by
BFS GROUP LIMITED
acting by a director, in
the presence of:


.....
Director

.....
SIGNATURE OF
WITNESS

NAME, ADDRESS AND
OCCUPATION OF
WITNESS


LAURA-JANE BALL
BIDFORD
BLACK MOSS LANE
SCARISBRICK
L40 9RW
PA 10 FD

Executed as a deed by
BRAVO SERVICES
LIMITED acting by a
director, in the
presence of:

.....
Director

.....
SIGNATURE OF
WITNESS

NAME, ADDRESS AND
OCCUPATION OF
WITNESS

SCHEDULE 1
PROPERTY

The freehold property at King Edward Avenue, Worthing and registered at HM Land Registry with title absolute under title numbers SX58756 and SX31360