



Registration of a Charge

Company name: **BENTLEYS (WARRINGTON) LIMITED**

Company number: **01968040**



X7HLSBAX

Received for Electronic Filing: **29/10/2018**

Details of Charge

Date of creation: **22/10/2018**

Charge code: **0196 8040 0007**

Persons entitled: **TOYOTA FINANCIAL SERVICES (UK) PLC (COMPANY NUMBER 02299961)**

Brief description: **FREEHOLD AND LEASEHOLD LAND AT MANCHESTER ROAD WARRINGTON REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS CH207252, CH129919, CH284864, CH339609, CH348818 AND CH515650 TOGETHER WITH ALL SUCH RIGHT TITLE AND INTEREST AS THE COMPANY HAS IN THE LAND SHOWN EDGED RED ON THE PLAN IN SCHEDULE 3 TO THE MORTGAGE DEED AND ALL SUCH RIGHT TITLE AND INTEREST AS THE COMPANY HAS IN THE PROPERTY DESCRIBED AT SCHEDULE 2 OF A THIRD PARTY MORTGAGE DATED 22 OCTOBER 2018 AND MADE BETWEEN (1) THE COMPANY, (2) BENTLEYS MOTORS (WARRINGTON) LIMITED AND (3) TOYOTA FINANCIAL SERVICES (UK) PLC**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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: **PETER JAMES BIBBY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1968040

Charge code: 0196 8040 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2018 and created by BENTLEYS (WARRINGTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2018 .

Given at Companies House, Cardiff on 31st October 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

FINAL VERSION FOR EXECUTION

I certify this to be a true and correct copy of the original document of which it purports to be a copy.

A. P. [Signature]

AB Corp.

Atria, Spa Road, Bolton BL7 9JF, Tel: 01204 3744

Date: 23/10/2018

DATED 22nd October, 2018

(1) BENTLEYS (WARRINGTON) LIMITED

and

(2) TOYOTA FINANCIAL SERVICES (UK) PLC

MORTGAGE

Over freehold land known as land and building lying to the south of Manchester Road, Poulton-With-Fearnhead, Warrington; freehold land known as 415 (part of) and 417 Manchester Road, Poulton-With-Fearnhead, Warrington; freehold land known as 423 Manchester Road, Poulton, with Fearnhead, Warrington; leasehold land known as 421 Manchester Road, Paddington, Warrington (WA1 3LP); freehold land known as 421 Manchester Road, Warrington (WA1 3LP); freehold land known as Land lying to the south of Manchester Road, Paddington, Warrington

SHOOSMITHS

2 Colmore Square
38 Colmore Circus Queensway
Birmingham
B4 6SH
03700 864000

WARNING

If you sign this document you will be legally bound by its terms. You should get independent legal advice before signing this document

To: HM Chief Land Registrar. Note: This Mortgage contains (1) an application to enter a restriction in the Proprietorship Register and (2) an application to enter a notice of this Mortgage in the Register (both Clause 31.1). This Mortgage is entered into for securing further advances (Clause 32).

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THIS MORTGAGE is made on

22 October 2018

BETWEEN

- (1) **BENTLEYS (WARRINGTON) LIMITED**, (registered number 01968040) whose registered office is at 415-419 Manchester Road, Paddington, Warrington, WA1 3LR (the "Company"); and
- (2) **TOYOTA FINANCIAL SERVICES (UK) PLC**, (registered number 02299961) whose registered office is at Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UZ ("Toyota").

IT IS AGREED as follows:

1 DEFINITIONS

The definitions which apply to this Mortgage are set out in Schedule 1.

2 COVENANT TO PAY

2.1 Covenant to pay

2.1.1 the Company covenants with Toyota on demand to pay and discharge all monies, obligations and liabilities which now are or may at any time in the future be or become due, owing or incurred by the Company to Toyota on any facility, account, agreement or arrangement of any description or otherwise whether actually or contingently, as principal, surety or guarantor and whether solely, jointly or severally with any other person, and whether originally owing to Toyota or otherwise purchased or acquired by it, including all Interest and Expenses which Toyota may charge in relation to this Mortgage or any other security held by or offered to Toyota in respect of any of the matters described in this clause 2.1.1, including the enforcement of any such security. Such interest shall be calculated and compounded in accordance with Toyota's usual practice at the relevant time as well after as before any demand is made or judgment obtained under this Mortgage.

2.1.2 every payment by the Company of a Secured Obligation which is made to Toyota shall operate in satisfaction pro tanto of the covenant contained in clause 2.1.1.

2.2 Default interest

2.2.1 any amount which is not paid under this Mortgage when due shall bear interest (both before and after judgment and payable on demand) from the date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate determined in accordance with the Facility Agreement.

2.2.2 default interest will accrue from day to day and will be compounded at such intervals as Toyota considers appropriate.

3 GRANT OF SECURITY

All mortgages, charges, assignments and other security made or created under this Mortgage are made or created:

3.1 in favour of Toyota;

3.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

- 3.3 as a continuing security for payment of all of the Secured Obligations and will not be discharged by any payment on account of the whole or any part of the Secured Obligations.

4 FIXED SECURITY

4.1 Fixed charges

The Company charges and agrees to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest:

4.1.1 by way of first legal mortgage:

- a) the Charged Property (if any) specified in Part 1 Schedule 2; and
- b) all other Charged Property (if any) now vested in or charged to the Company (not being charged by clause 4.1.1(a));

4.1.2 by way of first fixed charge:

- a) all other Charged Property and all interests in Charged Property (not being charged by clause 4.1.1) including (without limitation) the Charged Property specified in Part 2 of Schedule 2;
- b) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- c) all buildings and fixtures (including trade and tenant's fixtures belonging to the Company) now and in the future on the Charged Property;
- d) all other interests now and in the future belonging to it in or over the Charged Property or the proceeds of sale of the Charged Property;
- e) all its rights to and interest in any proceeds of sale of the whole or any part of the Charged Property (including any compensation received by it as a result of any notice or order from any planning authority or other statutory body which may at any time be held or received by it or anybody else on its behalf); and
- f) all of its rights under the appointment of any managing agent of the Charged Property;

4.1.3 by way of first fixed charge:

- a) all plant and machinery (not being charged under clauses 4.1.1 or 4.1.2) now and in the future on the Charged Property;
- b) all computers, vehicles, office equipment and other equipment now and in the future on the Charged Property; and
- c) the benefit of all contracts, licences and warranties relating to the same;

4.1.4 by way of first fixed charge all rights and interests in and claims under policies of insurance of any description now or at any time during the continuance of this Mortgage belonging to the Company, or to which the Company may be or become entitled; and

4.1.5 by way of first fixed charge (to the extent not otherwise charged in this Mortgage) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets.

5 FLOATING CHARGE

The Company charges and agrees to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which is not effectively charged by way of first legal mortgage or first fixed charge pursuant to the provisions of clause 4.1 or any other provision of this Mortgage, and (2) (whether or not effectively so charged) heritable Charged Property and all other Charged Property and assets in Scotland.

6 CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

Toyota may, by written notice to the Company, convert the floating charge created under this Mortgage into a fixed charge as regards all or any of the Company's assets specified in the notice if:

6.1.1 an Event of Default has occurred and is continuing; or

6.1.2 Toyota (in its reasonable opinion) considers any Charged Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Automatic conversion

The floating charge created under this Mortgage shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets which are subject to a floating charge if:

6.2.1 the Company creates (or attempts or purports to create) any Security on or over the relevant asset without the prior consent in writing of Toyota; or

6.2.2 if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such asset.

6.3 Partial conversion

The giving by Toyota of a notice pursuant to clause 6.1 in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of Toyota to serve similar notices in respect of any other class of assets or of any of the other rights of Toyota.

7 CONTINUING SECURITY

7.1 Continuing security

The security constituted by this Mortgage is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Mortgage shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Mortgage is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which Toyota may at any time hold for any of the Secured Obligations.

7.3 Right to enforce

This Mortgage may be enforced against the Company without Toyota first having recourse to any other right, remedy, guarantee or security held by or available to it.

8 THE COMPANY'S LIABILITY RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Mortgage or implied to the contrary, the Company remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Charged Assets. Toyota is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

9 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) with Toyota of the Company or in which the Company has an interest and no rights and benefits relating thereto shall be capable of being assigned to any third party.

10 REPRESENTATIONS AND WARRANTIES

10.1 Representations

The Company makes the representations and warranties set out in this clause 10.1 to Toyota:

10.1.1 this Mortgage creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise;

10.1.2 no litigation, arbitration or administrative proceeding is currently taking place or threatened in relation to any of the Charged Assets.

10.2 Matters represented

The representations and warranties in clause 10.1 will be correct and complied with in all respects at all times during the Security Period with reference to the circumstances existing at the time at which they are repeated.

11 CONTINUING OBLIGATIONS OF THE COMPANY

11.1 Restrictions on dealing

Unless expressly permitted to do so under the Facility Agreement, the Company will not do or agree to do any of the following without the prior written consent of Toyota:

11.1.1 create or permit to subsist any Security Right over any of the Charged Assets whether ranking in priority to, pari passu with or subsequent to the security created by this Mortgage;

11.1.2 sell or otherwise dispose of the Charged Property or any legal or equitable interest in the Charged Property nor create any legal or equitable interest in the Charged Property; or

11.1.3 create any Letting, and in relation to any Letting existing on or created on or after the date of this Mortgage, the Company is:

- a) not to vary the terms of the Letting;
- b) not to agree any reduction in the rent payable under the Letting;
- c) not to capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance;
- d) not to grant any licence, consent or give any approval under the Letting without the prior written consent of Toyota;
- e) to review the rent under the Letting in accordance with any rent review provisions contained within it and not agree the level of the reviewed rent without the prior written consent of Toyota;
- f) not to exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of Toyota.

11.2 Insurances

11.2.1 The Company is to insure the buildings and fixed plant, machinery and fixtures forming part of the Charged Property in the joint names of Toyota and the Company:

- a) against loss or damage by fire and such other risks as Toyota may require;
- b) in their full reinstatement costs, including the costs of demolition, site clearance and professional costs and expenses and VAT thereon and making due provision in determining the amount of such insurance to allow for the effects of inflation and escalation of costs;
- c) together with, where applicable, insurance for not less than three years loss of rental income under any Lettings taking into account cover for the effect of rent reviews; and
- d) through an insurance office or underwriters approved by Toyota.

11.2.2 If title to the Charged Property is leasehold and insurance of the Charged Property is the obligation of the landlord of the Charged Property under the Lease then, if the Company procures due compliance by the landlord with its insuring obligations under the Lease, the Company will be deemed to have complied with the Company's obligations under clause 11.2.1 in relation to the Charged Property.

11.2.3 The Company is to:

- a) pay all insurance premiums as soon as they become due;
- b) provide Toyota on request with a copy of the insurance policies effected by the Company together with evidence of the payment of the last premiums for those policies;
- c) hold all monies received by virtue of any insurance policies on trust for Toyota and apply them in making good the loss of or damage to the Charged

Property or, if Toyota so directs, in or towards discharging the Secured Obligations; and

- d) pay to Toyota on demand the costs of any insurance effected by Toyota to remedy any default by the Company in insuring under clause 11.2.1.

11.2.4 If at any time the Company defaults in effecting or keeping up the insurances referred to in this clause 11.2 or in producing any insurance policy or receipt to Toyota on demand, Toyota may take out or renew such policies of insurance in any sum which Toyota may reasonably think expedient. All monies which are expended by Toyota in doing so shall be deemed to be properly paid by Toyota and shall be reimbursed by the Company on demand.

11.3 Repair and condition of the Charged Property

The Company is:

11.3.1 to keep all buildings and fixed plant, machinery and fixtures forming part of the Charged Property in good and substantial repair and condition; and

11.3.2 reinstate, renew and replace all fixed plant, machinery and fixtures forming part of the Charged Property which become incapable of repair or cease to operate correctly with fixtures, plant, machinery or equipment, as the case may be, of equivalent modern specification, quality and value to the fixtures, plant, machinery or equipment which they replace.

11.4 Alterations

The Company is not without the prior written consent of Toyota:

11.4.1 to demolish or permit any buildings or other structures on the Charged Property to be demolished;

11.4.2 to carry out any development on the Charged Property within the meaning of section 55 Town and Country Planning Act 1990; or

11.4.3 to carry out or permit any other alterations to be carried out to the Charged Property.

11.5 Rights of access

The Company is to permit Toyota and any Receiver to enter and remain on the Charged Property with or without workmen, plant and materials to carry out any inspection, survey or valuation of the Charged Property, to ascertain whether any breach of the covenants in this clause 11 has occurred and to remedy, at the Company's cost, any breach of these covenants which has occurred.

11.6 Statutory requirements

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

11.7 Covenants and conditions

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

11.8 Taxes and outgoings

The Company is punctually to pay and indemnify Toyota and any Receiver against 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 Mortgage are properly payable in respect of the Charged Property or by the owner or occupier of the Charged Property.

11.9 Expenses

The Company is to pay all Expenses due to Toyota on demand. If the Company does not do so, the Expenses will bear interest from and including the date of demand to and including the date of actual payment.

12 VARIATION OF STATUTORY POWERS

12.1 Consolidation of mortgages

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

12.2 Power of leasing

The restriction on the powers of Toyota 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 Mortgage.

12.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this Mortgage.

12.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Mortgage and all moneys secured by this Mortgage are immediately payable on written demand for payment being served by Toyota on the Company.

12.5 Protection for buyers

A buyer from, tenant or other person dealing with Toyota 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.

12.6 Toyota's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise Toyota 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 Mortgage.

12.7 If at any time the Company does not comply with any of its obligations under this Mortgage, Toyota (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default.

- 12.8 The Company irrevocably authorises Toyota and its employees and agents by way of security to do all such things (including entering the Charged Property of the Company) necessary or desirable to rectify that default.
- 12.9 The exercise of the powers of Toyota under this clause 12 shall not render it liable as a mortgagee in possession.
- 12.10 The Company shall pay to Toyota on demand any monies which are expended by Toyota in doing so together with interest at the rate determined in accordance with the Facility Agreement from the date on which those monies were expended by Toyota (both before and after judgment) and otherwise in accordance with clause 2.2 of this Mortgage.

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

The security constituted by or pursuant to this Mortgage shall become immediately enforceable upon the occurrence of an Event of Default. The power of sale and other powers conferred by section 101 of the 1925 Act (as varied or amended by this Mortgage) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is continuing.

13.2 Enforcement

After the security constituted by or pursuant to this Mortgage has become enforceable Toyota may in its absolute discretion enforce all or any part of this security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Mortgage. Section 103 of the 1925 Act shall not apply to the security created by or pursuant to this Mortgage.

14.2 Powers of Toyota

At any time after this security becomes enforceable, Toyota may:

- 14.2.1 (or if so requested by the Company by written notice at any time may) without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income of the Charged Assets; and/or
- 14.2.2 exercise all or any of the powers conferred on mortgagees by the 1925 Act (as varied or extended by this Mortgage) and/or all or any of the powers which are conferred by this Mortgage on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- 14.2.3 exercise (in the name of the Company and without any further consent or authority of the Company) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Assets are registered or who is the holder of any of them or otherwise (including all the powers given to trustees by sections 3 and 8(3) of the Trustee Act 2000 in respect of securities or Charged Property subject to a trust).

15 RECEIVER

15.1 Removal and replacement

Toyota may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Charged Assets and/or the income of the Charged Assets, such persons shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and Toyota (or, failing such agreement, to be fixed by Toyota).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to Toyota in satisfaction or discharge of the Secured Obligations shall be capable of being applied by Toyota in satisfaction of the Secured Obligations.

15.5 Agent of the Company

Any Receiver shall be the agent of the Company. The Company shall (subject to the provisions of the Companies Act 2006 and the Insolvency Act) be solely responsible for his acts and defaults and for the payment of his remuneration. Toyota shall not incur any liability (either to the Company or to any other person) by reason of the appointment of a Receiver or for any other reason.

16 POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have (1) all the powers which are conferred by the 1925 Act on mortgagees in possession and receivers appointed under the 1925 Act, (2) (whether or not it is an administrative receiver) all the powers which are listed in Schedule 1 of the Insolvency Act and (3) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition, a Receiver shall have the following powers:

16.2.1 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;

16.2.2 to manage the Charged Assets and the business of the Company as he thinks fit;

16.2.3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

- 16.2.4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the 1925 Act. Fixtures may be severed and sold separately from the Charged Property containing them, without the consent of the Company. The consideration for any such transaction may consist of cash, Mortgages or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- 16.2.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Company was concerned or interested prior to his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- 16.2.6 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Company and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Company;
- 16.2.7 to take any such proceedings (in the name of the Company or otherwise) as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- 16.2.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 16.2.9 to insure, and to renew any insurances in respect of, the Charged Assets as he shall think fit (or as Toyota shall direct);
- 16.2.10 appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including power, to employ his partners and firm);
- 16.2.11 to form one or more subsidiaries of the Company, and to transfer to any such subsidiary all or any part of the Charged Assets;
- 16.2.12 to operate any rent review clause in respect of any Charged Property in respect of which he was appointed or any part thereof and to apply for any new or extended lease; and
- 16.2.13 to:
- a) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Charged Assets;
 - b) exercise in relation to the Charged Assets or any part of them all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets; and
 - c) use the name of the Company for all or any of the above purposes.

17 OTHER PROVISIONS RELATING TO ENFORCEMENT

17.1 No liability

Neither Toyota or any Receiver shall be liable (1) in respect of all or any part of the Charged Assets or (2) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

17.2 Not mortgagee in possession

Without prejudice to the generality of clause 17.1, entry into possession of the Charged Assets shall not render Toyota or the Receiver liable to account as mortgagee in possession or liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. If and whenever Toyota enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.

17.3 Rights

Each Receiver and Toyota is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers (when such receivers have been duly appointed under the Act) except that section 103 of the 1925 Act does not apply.

18 PROTECTION OF THIRD PARTIES

No person (including a purchaser) shall be concerned to enquire whether the right of Toyota to appoint a Receiver, or whether any power which Toyota or any Receiver is purporting to exercise, has arisen or become exercisable, nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of any such powers. The position of such a person and their title (if a purchaser) shall not be impeachable by reference to any of those matters.

19 APPLICATION OF PROCEEDS

19.1 Application

All monies received by Toyota or any Receiver under or in connection with this Mortgage after the security created by or pursuant to this Mortgage has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this Mortgage) be applied in the following order:

19.1.1 first in satisfaction of or provision for all costs, charges and expenses incurred and payments made by Toyota or any Receiver and of all remuneration due to the Receiver;

19.1.2 secondly in or towards the satisfaction of the remaining Secured Obligations; and

19.1.3 thirdly in payment of any surplus to the Company or other person entitled to

For the avoidance of doubt, any monies standing to the credit of any account with Toyota of the Company or in which it has an interest may be applied in accordance with this clause 19.1.

19.2 Contingencies

If the security constituted by or pursuant to this Mortgage is enforced at a time when no amounts are due from the Company to Toyota (but at a time when amounts may become so due), Toyota or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

20 APPROPRIATION AND SUSPENSE ACCOUNT

20.1 Right of appropriation

Toyota may apply all payments received for the Secured Obligations to reduce any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Company.

20.2 Suspense account

All monies received, recovered or realised by Toyota under or in connection with this Mortgage may at the discretion of Toyota be credited to any suspense account for so long as Toyota determines (with interest accruing thereon at such rate, if any, as Toyota may determine for the account of the Company) without Toyota having any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

21 CONSOLIDATION OF ACCOUNTS AND SET-OFF

21.1 Set-off

Toyota shall have the right without notice to the Company (both before and after demand):

21.1.1 to combine or consolidate all or any sums of money now or in future standing to the credit of the then existing accounts (including any Rent Account) of the Company with Toyota with the liabilities to Toyota of the Company; and

21.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (including any rent account) in or towards satisfaction of any of the liabilities of the Company to Toyota on any other account or in any other respect.

The liabilities referred to in this clause 21.1 (1) may be actual, contingent, primary, collateral, several or joint liabilities and (2) may be owed to a different branch or office of Toyota. The accounts, sums and liabilities referred to in this clause 21 may be denominated in any currency and Toyota is authorised to effect any necessary conversions at a market rate of exchange selected by it.

21.2 Amount

If the relevant obligation or liability is unliquidated or unascertained Toyota may set off the amount which it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

22 DELEGATION

Each of Toyota and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them under this Mortgage upon any terms (including power to sub-delegate) which it may think fit. Neither Toyota nor any Receiver will be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

23 WARRANTIES

The Company warrants to Toyota that:

- 23.1 neither the execution of this Mortgage by the Company nor compliance with its terms will:
 - 23.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Company is bound; or
 - 23.1.2 cause any limitation on any of the powers of the Company or on the right or ability of the directors of the Company to exercise those powers to be exceeded;
- 23.2 all consents required by the Company for the execution, delivery, issue, validity or enforceability of this Mortgage have been obtained and have not been withdrawn;
- 23.3 no person having any charge or other form of security over the Charged Property or any other assets of the Company has enforced or given notice of its intention to enforce such security; and
- 23.4 no Event or Default has occurred or is continuing.

24 DEPOSIT OF DEEDS AND FURTHER ASSURANCE

24.1 Deposit of Deeds

The Company will whenever requested to do so and unless held by a Prior Charge Holder deposit with Toyota all deeds, documents of title and Insurance policies relating to the Charged Assets and Toyota shall be entitled to hold and retain the same during the continuance of this Mortgage and the Company declares that it will hold any such deeds and documents not so deposited, on trust for Toyota.

24.2 Further assurance

Whenever requested by Toyota the Company will at its own expense, promptly execute any deeds or documents and take any action required by Toyota:

- 24.2.1 to perfect, improve and protect the security created (or intended to be created) by or pursuant to this Mortgage; or
- 24.2.2 to facilitate the realisation of any Charged Assets or otherwise to enforce the security created by or pursuant to this Mortgage; or
- 24.2.3 to exercise any of the rights of Toyota or any Receiver or any delegate or sub-delegate thereof under this Mortgage,

including (without limitation) (1) the execution of any transfer, conveyance, assignment or assurance of any property or assets (whether to Toyota or its nominees) and (2) the giving of any notice, order or direction and the making of any registration which, in any such case, Toyota may think expedient.

24.3 Specific obligations

Without limiting the generality of clause 24.2, the Company will execute, in favour of Toyota and in such form as Toyota shall reasonably require:

24.3.1 a valid legal mortgage of any freehold or leasehold property now or in the future belonging to the Company which is not effectively charged by way of legal mortgage under or pursuant to this Mortgage; and

24.3.2 a valid fixed charge over any asset which is subject to the floating charge under this Mortgage.

24.4 Cost and terms

Any security document required to be executed by the Company pursuant to this clause 24 will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in this Mortgage.

25 POWER OF ATTORNEY

The Company by way of security irrevocably and severally appoints Toyota and every Receiver and any person nominated for the purpose by Toyota or any Receiver (in writing under hand signed by an officer of Toyota or any Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to:

- 25.1 sign or execute (using the Company seal where appropriate) any document, or take any action, in each case which the Company is obliged to sign, execute or take under this Mortgage (including under clause 24); and
- 25.2 following the occurrence of an Event of Default and for as long as the same is continuing, do all such acts or things as may be required by Toyota or any Receiver under this Mortgage or in the exercise of any of their powers.

The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 25.

26 NOTICE OF SUBSEQUENT SECURITY

If Toyota receives notice (whether actual or otherwise) of any subsequent Security Right affecting any part of the Charged Assets and/or the proceeds of sale thereof, it may open a new account or accounts for the Company in its books. If it does not do so then, as from the time of receipt of such notice by Toyota, all payments made by the Company to Toyota shall be treated as having been credited to the new account of the Company and not as having been applied in reduction of the Secured Obligations.

27 EXCLUSION OF LIABILITY

27.1 Liability for loss and damage

Neither Toyota nor any Receiver will be liable to the Company for any loss or damage incurred by the Company arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

27.2 Company's indemnity

The Company agrees with Toyota to indemnify Toyota and any Receiver in respect of:

- 27.2.1 any exercise of the powers of Toyota or the Receiver or any attempt or failure to exercise those powers; and

27.2.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Mortgage or under any appointment duly made under the provisions of this Mortgage.

28 INDEMNITY

The Company shall indemnify Toyota any Receiver and any attorney, agent or other person appointed by Toyota under this Mortgage and Toyota's officers and employees (each an "Indemnified Party") in respect of any cost, loss, liability or expense (however arising) which may be sustained or incurred by any of the Indemnified Parties as a result of or in connection with:

- 28.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Mortgage;
- 28.2 the Charged Assets or the use or occupation of them by any person (including any Environmental Claim); or
- 28.3 any breach by the Company of any of its obligations under this Mortgage.

29 PROTECTIVE CLAUSES

This Mortgage and the liability of the Company shall not be affected or prejudiced by reason of:

- 29.1 (i) the winding up, dissolution, administration or reorganisation, (ii) any incapacity or (iii) any change in the name, status, ownership or constitution, of the Company or any other person;
- 29.2 Toyota (i) granting any time, indulgence or concession to the Company or any other person liable or (ii) compounding with, discharging, releasing or varying the liability of the Company or any other person liable or (iii) omitting to claim or enforce payment from the Company or any other person liable; or
- 29.3 (i) Toyota renewing, terminating, varying or increasing any facility or transaction or (ii) any amendment or supplement to, or restatement, novation or replacement of this Mortgage, the Facility Agreement or any other document entered into pursuant to the Facility Agreement (in each case whether or not the liability of the Company is increased thereby).

30 REDEMPTION OF PRIOR MORTGAGES

Toyota may, at any time after the security created by this Mortgage has become enforceable, redeem any prior Security Right against all or any part of the Charged Assets or procure the transfer of that Security Right to itself, and may settle and pass the accounts of the holder of any prior Security Right. Any accounts so settled and passed shall be conclusive and binding on the Company. All principal, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to Toyota on demand.

31 HM LAND REGISTRY

31.1 Restriction

In respect of any Charged Property which is registered land (or unregistered land subject to compulsory first registration), the Company will:

- 31.1.1 give written notice of this Mortgage to HM Land Registry and procure that notice of this Mortgage is duly noted in the Register to each such title; and

31.1.2 apply to the Chief Land Registrar for the registration of a restriction against the registered titles in the following terms:

"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 [] in favour of Toyota Financial Services (UK) Plc referred to in the Charges Register".

31.2 Memorandum and articles

The Company certifies that the security created by this Mortgage does not contravene any of the provisions of the memorandum or articles of association of the Company.

32 TACKING

The security created pursuant to this Mortgage is created for the purpose of securing further advances. The obligation on the part of Toyota to make funds available to the Company (including any obligation to make further advances) under the Facility Agreement or any other document entered into pursuant to the Facility Agreement shall be deemed to be incorporated in this Mortgage for the purposes of section 94(1)(c) of the 1925 Act and section 49 of the Land Registration Act 2002. Toyota hereby applies to the Chief Land Registrar to enter a note of such obligation on each of the titles referred to in clause 31.1.

33 RELEASE

33.1 Obligation to release

Upon the expiry of the Security Period (but not otherwise), Toyota shall, at the request and cost of the Company, do all things necessary to release the Charged Assets (without recourse or warranty) from the security constituted by this Mortgage. Such release shall be subject to clause 33.2.

33.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Company or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Company under this Mortgage shall continue as if the discharge or arrangement had not occurred. Toyota may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

34 NOTICES

34.1 Any demand or other notice by Toyota under this Mortgage may be in writing signed by an officer or agent of Toyota and shall be deemed to be duly served on the Company:

34.1.1 if sent by prepaid first class post addressed to the Company at its registered office or any other place of business of the Company for the time being, at 10.00am on the day after it was posted, notwithstanding it be misdelivered or returned undelivered;

34.1.2 if delivered by hand to any such address, at the time of delivery;

34.1.3 if sent by facsimile transmission to any facsimile number that was exhibited on the Company's stationery, at the time the transmission is concluded (provided a transmission report is received); and

34.1.4 if delivered by hand to any director or the Company secretary, at the time of delivery.

- 34.2 Any notice or other communication by the Company shall be given by posting or delivering it to Toyota at Toyota Financial Services (UK) Plc, Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UZ or any other address in the UK which Toyota may designate at any time by notice to the Company.

35 REMEDIES AND WAIVERS

No failure to exercise, nor any delay on the part of Toyota in exercising any right or remedy under this Mortgage shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided within this Mortgage are cumulative and not exclusive of any rights or remedies provided by law.

36 PARTIAL INVALIDITY

All of the provisions of this Mortgage are severable and distinct from one another and if at any time any provision of this Mortgage becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Mortgage, nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

37 THIRD PARTY RIGHTS

A person who is not a party to this Mortgage shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Mortgage. This clause 37 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

38 COUNTERPART

This Mortgage may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

39 GOVERNING LAW

This Mortgage shall be governed by and construed in accordance with, the laws of England.

IN WITNESS of which this Mortgage has been duly executed and delivered by the Company and signed for and on behalf of Toyota as a deed on the date above.

SCHEDULE 1

DEFINITIONS

In this Mortgage unless otherwise stated or defined, words or expressions listed below have the meanings shown beside them.

"1925 Act" means the Law of Property Act 1925;

"Charged Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to this Mortgage and includes, where applicable, any property charged by any other security given to the Company by Toyota;

"Charged Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Schedule 2) and:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that Charged Property; and
- (iv) the benefit of all covenants given in respect thereof;

"Dangerous Substance" means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance (i) capable of causing harm or which may be harmful to man or any other living organism supported by the environment or (ii) capable of damaging the environment or public health);

"Enforcement Action" means distress, execution, careful seizure or any remedies or proceeding with analogous effect;

"Environmental Claim" means a notice or claim from any person alleging a breach, contravention or violation of any Environmental Law by the Company or the existence of a liability arising from any such breach, contravention or violation, including liability to conduct or pay for, or for damages in respect of any investigation or audit, clean up, remediation, administrative cost or charge or expense, damage to the environment or any natural resource, property loss or damage, personal injury or any penalty attaching or relating to the presence, emission, release or leak of any Dangerous Substance in or to the environment;

"Environmental Law" means all laws regulations codes of practice circulars guidance notices and the like whether statutory or at common law and whether civil or criminal and whether in the United Kingdom or elsewhere concerning the prevention of pollution of land water or the atmosphere the protection of human health or the environment or the conditions of the work place or the generation transportation storage disposal release discharge spillage entry deposit emission or escape of other Dangerous Substances or to noise odour or other nuisances and the production transportation storage treatment recycling or disposal of waste;

"Event of Default" means the occurrence of any of the following:

1. any sum payable by the Company to Toyota is not paid when due (whether on demand, upon maturity, by acceleration or otherwise); or
2. the Company fails to comply with any of its obligations or breaches any of the provisions of this Mortgage or the Facility Agreement; or
3. the Company suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so; or
4. where a company or a partnership, a petition is presented or an application is made to court for an administration order to be made in relation to the Company or for an administrator of the Company to be appointed; or
5. where an individual, a petition is presented to court for a bankruptcy order to be made against the Company or such order is made against the Company; or
6. where a company or a partnership, an administrator of the Company is appointed or notice is given in respect of the appointment or proposed appointment of such an administrator; or
7. where an individual, a receiver or manager is appointed over or in respect of any of the Company's assets or any other steps are taken to enforce any charge or other security over any of the Company's property or to repossess any goods in the Company's possession under any hire purchase, conditional sale, chattel leasing, retention of title or similar agreement; or
8. where a company or a partnership, the Company or its directors take steps to obtain a moratorium for the Company or make a proposal for a voluntary arrangement under Part I of the Insolvency Act or a proposal is made or a nominee, supervisor or trustee is appointed to act in relation to the Company or a composition in satisfaction of the Company's debts or a scheme of arrangement, compromise or arrangement involving its creditors generally (or any class of them) under any law, regulation or procedure relating to the reconstruction or adjustment of debt; or
9. where an individual, the Company makes an application for an interim order under section 252 of the Insolvency Act or such an order is made in relation to the Company, or the Company makes proposals to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, including without prejudice to the generality of the foregoing, proposals for a voluntary arrangement under the Insolvency Act or such proposals are accepted; or
10. any receiver or manager or administrative receiver is appointed over or in respect of any of the Company's assets or any other steps are taken to enforce any charge or other security over any of the Company's property or to repossess any goods in its possession under any hire purchase, conditional sale, chattel leasing, retention of title or similar agreement; or
11. where a company, any meeting is convened for the purpose of considering any resolution for (or to petition for) the Company to be wound up or it passes such a resolution, or the Company or any other person presents a petition for the Company be wound up or any order for its winding up is made; or
12. any steps are taken with a view to or notice is given antecedent to the Company's dissolution or the Company dissolved; or

13. any Enforcement Action is taken against any of the Company's assets; or
14. the Company ceases, or threatens to cease, to carry on all or a substantial part of its business; or
15. any of the Charged Property is subject to a compulsory purchase order or any order analogous thereto; or
16. where a company, the Company ceases to be a subsidiary of the Company or corporation of which it is a subsidiary at the date of this Mortgage (in relation to which, "subsidiary" shall bear the meaning assigned to it by section 1159 of the Companies Act 2006) or there is a change in its shareholding or management from time to time which Toyota considers to be material to the effective control of its board of directors; or
17. any event occurs or circumstance arises which in Toyota's opinion gives reasonable grounds for believing that the Company may not, or may be unable to, perform or comply with any one or more of its obligations under this Mortgage.

"Expenses" means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred by Toyota or any Receiver in connection with:

1. the Charged Property;
2. the preparation, negotiation and creation of this Legal Charge;
3. taking, perfecting, enforcing or exercising any power under this Legal Charge; or
4. any breach of any provision of and the protection, realisation or enforcement of this Legal Charge.

"Facility Agreement" means all facility letters made between (1) the Company and (2) Toyota pursuant to which Toyota agreed to make certain facilities available to the Company;

"Insolvency Act" means the Insolvency Act 1986;

"Interest" means interest calculated and compounded [in accordance with the Facility Agreement][as may be agreed from time to time between the parties and if not agreed in accordance with the usual practice of Toyota from time to time] both before and after judgment;

"Lease" a lease dated [] made between (1) [name of landlord] and (2) [name of tenant] [and (3) [name of guarantor]] together with any deeds and documents now or at any time after the date of this Legal Charge varying or supplemental or ancillary to that lease]. Note: if you are taking a charge over a lease, the Landlord's consent may be needed to this charge;

"Letting" any lease of the whole or any part of the Property and includes:

1. any underlease, sublease, tenancy or licence and any agreement or a lease, underlease, sublease, tenancy or licence; and
2. any agreement for the parting with or sharing of occupation of the Property;

"Planning Acts" means the Town and Country Planning Act 1990 (as amended by the Planning and Compulsory Purchase Act 2004) The Planning (Listed Buildings and Conservation Areas) Act 1990 The Planning (Hazardous Substances) Act 1990 and any associated or related or subsequent

legislation or a similar nature together with all rules regulations and statutory instruments made thereunder;

"Prior Charge Holder" means the holder of any Security Right whose rights, security or encumbrance ranks in priority to the security created by this Mortgage;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by Toyota under this Mortgage or pursuant to any statute, including the 1925 Act or the Insolvency Act;

"Secured Obligations" means all monies, obligations and liabilities referred to in clause 2 and includes each part of them provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Mortgage (or any part of it) would constitute unlawful financial assistance within the meaning of section 677 of the Companies Act 2006;

"Security Period" means the period beginning on the date of this Mortgage and ending on the date on which:

1. all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
2. Toyota has no further commitment, obligation or liability under or in relation to the Facility Agreement or any document entered into pursuant to the Facility Agreement; and

"Security Right" means any mortgage, charge, security, pledge, lien [save where arising by operation of law in the usual course of business], assignment, hypothecation, preferential right [save as arising under the general law for the protection of certain classes of creditors] or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind granting any legal or equitable charge over the Charged Property or conferring priority of payment.

Interpretation

In this Mortgage:

1. **"this Mortgage"**, the **"Facility Agreement"**, or any other agreement or instrument is a reference to this Mortgage, the Facility Agreement or other agreement or instrument as amended, supplemented, restated, novated and/or replaced from time to time (even if any of the same increases the Company's obligations or provides for further advances);
2. **"assets"** includes present and future properties, revenues and rights of every description and includes uncalled capital;
3. a **"person"** includes any person, firm, Company, corporation, government state or agency of state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
4. a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any government, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
5. a provision of law is a reference to that provision as amended or re-enacted;
6. the singular includes the plural and vice versa;
7. **"including"** or **"includes"** means including or includes without limitation;

8. **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting the Company;
9. references to clauses, paragraphs and schedules are references to clauses, paragraphs and schedules of this Mortgage, unless otherwise stated, and references to this Mortgage include its schedules;
10. clause and schedule headings are for ease of reference only and shall not affect the construction of this Mortgage;
11. each undertaking of the Company (other than a payment obligation) contained in this Mortgage must be complied with at all times during the Security Period and is given by the Company for the benefit of Toyota;
12. the terms of the Facility Agreement, and any documents entered into pursuant to the terms of the Facility Agreement are incorporated in this Mortgage to the extent required to ensure that any disposition of the Charged Property contained in this Mortgage is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
13. if Toyota reasonably considers that an amount paid by the Company under the Facility Agreement and/or any document entered into pursuant to the Facility Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the Company, then that amount shall not be considered to have been irrevocably paid for the purposes of this Mortgage;
14. it is intended by the parties to this Mortgage that this document shall take effect as a deed notwithstanding the fact that a party may only execute this document under hand;
15. in the event of any conflict between the terms of the Facility Agreement and the terms of this Mortgage the terms of the Facility Agreement shall prevail;
16. references to the Company and Toyota include their respective successors in title to this Mortgage and, in the case of individuals, their personal representatives;
17. references to the powers of Toyota or the Receiver are references to the respective powers, discretions and rights given to Toyota or a Receiver under this Mortgage, the 1925 Act or the Insolvency Act or otherwise given to or exercisable by Toyota or the Receiver;
18. **"Indemnify"** means to indemnify against all actions, claims, demands and proceedings taken or made against Toyota or any Receiver and all costs, damages, expenses, liabilities and losses incurred by Toyota or any Receiver; and
19. if any provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Mortgage is to be unaffected.

SCHEDULE 2

DETAILS OF CHARGED PROPERTY

Part 1

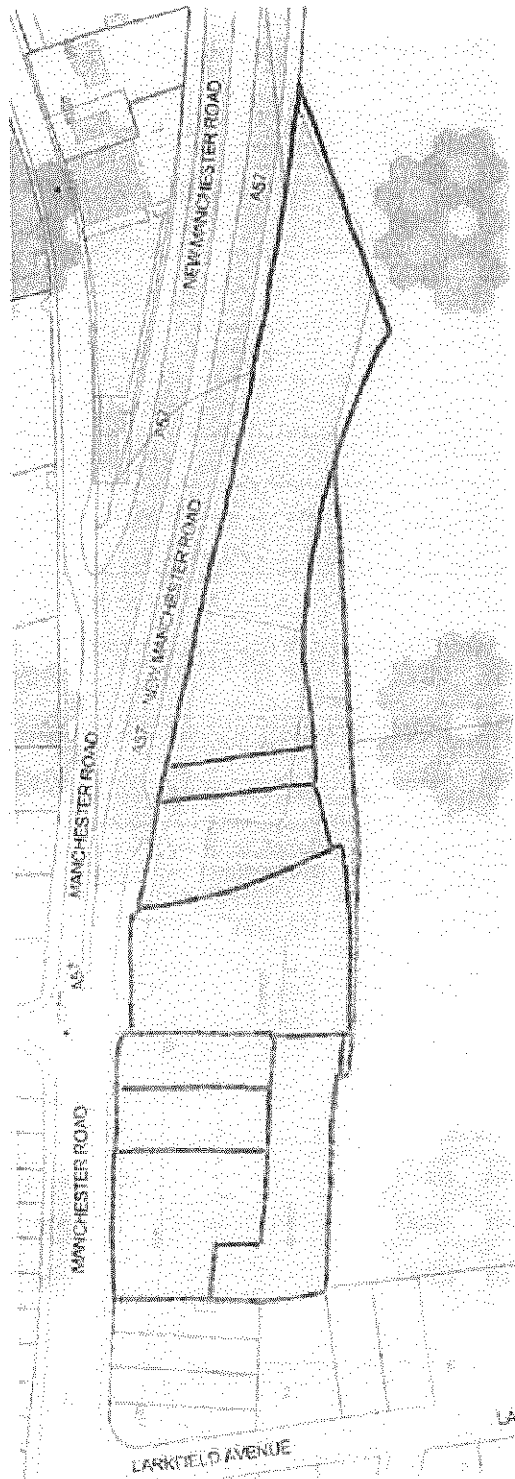
Registered Land			
Address	Administrative Area	Title Number	Registered Proprietor
freehold land known as land and building lying to the south of Manchester Road, Poulton-With-Fearnhead, Warrington	Warrington	CH207252	Bentleys Limited (Warrington)
freehold land known as 415 (part of) and 417 Manchester Road, Poulton-With-Fearnhead, Warrington	Warrington	CH129919	Bentleys Limited (Warrington)
freehold land known as 423 Manchester Road, Poulton, with Fearnhead, Warrington	Warrington	CH284864	Bentleys Limited (Warrington)
leasehold land known as 421 Manchester Road, Paddington, Warrington (WA1 3LP)	Warrington	CH339609	Bentleys Limited (Warrington)
freehold land known as 421 Manchester Road, Warrington (WA1 3LP)	Warrington	CH348818	Bentleys Limited (Warrington)
Freehold land known as Land lying to the south of Manchester Road, Paddington, Warrington	Warrington	CH515650	Bentleys Limited (Warrington)

Part 2

1. All such right title and interest as the Borrower has in the land shown edged red on the Plan shown at Schedule 3.
2. All such right title and interest as the Borrower has in the property set out at Schedule 2 of the Third Party Mortgage dated [22 October] 2018 and made between (1) Bentleys (Warrington) Limited (2) Bentleys Motors (Warrington) Limited and (3) Toyota Financial Services (UK) Plc.

SCHEDULE 3

The Plan



THE COMPANY

EITHER

EXECUTED as a DEED (but not)
delivered until the date of this
Mortgage) by)

**BENTLEYS (WARRINGTON))
LIMITED)**

acting by a director and)

a director / secretary:)

Director

Director / Secretary

OR (where the Company has only one Director)

EXECUTED as a DEED (but not)
delivered until the date of this
Mortgage) by)

**BENTLEYS (WARRINGTON))
LIMITED)**

acting by a director)

in the presence of:)

Director

Signature of Witness

Name.....

Address.....

Occupation.....

TOYOTA

EXECUTED as a DEED (but not)
delivered until the date of this)
Mortgage) by)

TOYOTA FINANCIAL SERVICES)
(UK) PLC)

acting by a director and)

a director / secretary:)

.....

Director

.....

Director / Secretary