

MR01

Particulars of a charge



Companies House

013 960/23



Go online to file this information
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A fee is payable with this form
Please see 'How to pay'

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01



A08 *A6XF84JU* 11/01/2018 #394
COMPANIES HOUSE

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

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

1 Company details

Company number 0 1 9 9 4 4 3 5

Company name in full Crestlancelot Limited



For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 5 m 0 1 y 2 0 y 1 8

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

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

Name Calluna Trading Company Limited

Name

Name

Name

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

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Charge over leasehold property Flat 15 Phoenix Pavilions Lower Marine Parade Dovercourt Harwich CO12 3SS

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X 

X

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

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Particulars of a charge



Presenter information

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

| | |
|---------------|--------------------------|
| Contact name | Kirsty Perryman-Best |
| Company name | ODT Solicitors |
| Address | 131 South Road |
| Post town | Haywards Heath |
| County/Region | West Sussex |
| Postcode | R H 1 6 4 L Y |
| Country | UK |
| DX | DX 300309 Haywards Heath |
| Telephone | 01444 801031 |



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1994435

Charge code: 0199 4435 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2018 and created by CRESTLANCELOT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2018.

Given at Companies House, Cardiff on 12th January 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

H M LAND REGISTRY

Land Registration Acts 1925 to 2003

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



ODT SOLICITORS
131 SOUTH ROAD
HAYWARDS HEATH RH16 4LY
DX 300309 HAYWARDS HEATH

County and District : Essex Tendring

Title number : EX805988

Property : Flat 15, Phoenix Pavilions Lower Marine

Parade Dovercourt Harwich CO12 3SS

Date : 05th June 2018.

THIS LEGAL CHARGE is made the 05th day of June 2018.

BETWEEN:-

1. Crestlancelot Limited of 143 Croydon Road Caterham CR3 6PF (registered number 01994435) (the "Borrower")
2. Calluna Trading Company Limited of 34 Westway Caterham Surrey CR3 5TP (the "Lender").

Whereas:-

- A. The Borrower is entitled to be registered at HM Land Registry as the Proprietor with possessory title of the Property
- B. The Lender has agreed to grant loan facilities or accommodation to the Borrower upon having the repayment thereof secured on the terms and conditions set out in this Charge

NOW THIS DEED WITNESSES and it is agreed and declared as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or unless otherwise defined in this Charge words and expressions shall have the same respective meanings that are ascribed to them in the Offer Letter

1.2 Definitions

In this Charge:-

"Agreements" means the Agreements described in Part IV of the Schedule and any variation amendment or extension thereof or supplement thereto from time to time in force

"Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

"Charged Property" means the Property and all other property assets debts rights and undertakings charged to the Lender by this Charge and includes any part of or interest therein

"Default Rate" means the rate specified in the Offer Letter for payment of Interest on Arrears applicable to the loans made pursuant to the Offer Letter

"Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of

payment

"Enforcement Event" means any of the events or circumstances described in clause 9 and each and every event of default as defined in the Offer Letter Agreement

"Expenses" means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis

"Offer Letter" means the Offer Letter dated 4 January 2018 and accepted by the Borrower on 4 January 2018 having been made between the parties hereto and any variation amendment or extension thereof or supplement thereto from time to time in force

"Full Title" has the meaning ascribed by the Law of Property

"Guarantee" (Miscellaneous Provisions) Act 1994

"Insured Risks" means fire storm lightning earthquake explosion riot civil commotion malicious damage impact terrorism aircraft and other aerial devices or articles dropped therefrom tempest flood bursting and overflowing of water tanks apparatus or pipes and damage by or resulting from vehicular impact and such other risks as the Lender shall from time to time require including (without prejudice to the generality of the foregoing) demolition and site

clearance costs and expenses architects surveyors and other professional fees and all other incidental expenses and loss of rents payable by the tenants or other occupiers of the Property for a period of three years or for such longer period as the Lender shall from time to time require

| | |
|-----------------|---|
| "Full Title" | has the meaning ascribed by the Law of Property |
| "Guarantee" | (Miscellaneous Provisions) Act 1994 |
| "LPA" | means the Law of Property Act 1925 |
| "Planning Acts" | means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substance) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them |
| "Property" | means the freehold leasehold or immovable property referred to in Part I of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it and belonging to the Borrower |
| "Receiver" | means an administrative receiver receiver and/or manager and |

any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

"Rental Income" means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Borrower in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Borrower from the Property or otherwise paid to or received by the Borrower in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like

"Secured Liabilities" means all moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether under the terms of the Offer Letter or this Charge or otherwise whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded on the terms agreed between the parties or as well as after as before any demand or judgment

1.3 Interpretation

In this Charge:-

1.3.1 references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge

- 1.3.2 references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions of that document or agreement as is in force for the time being and as amended varied supplemented substituted or novated from time to time
- 1.3.3 words importing the singular are to include the plural and vice versa
- 1.3.4 references to a person are to be construed to include references to a corporation firm partnership joint venture unincorporated body of persons individual or any state or any agency of a state whether or not a separate legal entity
- 1.3.5 references to any person are to be construed to include that person's assigns or transferees personal representatives or successors in title whether direct or indirect
- 1.3.6 references to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision
- 1.3.7 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge
- 1.3.8 In case of any inconsistency between the provisions of this Charge and the provisions of the Offer Letter the latter shall prevail save in respect of clause 23 of this Charge when the former shall prevail
- 1.3.9 where the Borrower consists of two or more parties:-

- 1.3.9.1 such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them
- 1.3.9.2 all covenants charges agreements and undertakings expressed or implied on the part of the Borrower in this Charge shall be deemed to be joint and several covenants charges agreements and undertakings by such parties
- 1.3.9.3 each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound and
- 1.3.9.4 the Lender may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise

2. COVENANT TO PAY

- 2.1 The Borrower covenants with the Lender that the Borrower will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payment or discharge or in the absence of an agreed or specified due date immediately on demand by the Lender
- 2.2 If the Borrower fails to discharge any Secured Liability when due the Borrower shall pay to the Lender on demand interest on such Secured Liability at the Default Rate in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded to the extent that it shall remain unpaid

3. SECURITY

- 3.1 The Borrower charges the Property by way of legal mortgage and with Full Title Guarantee to the Lender as continuing security for the payment and discharge of the Secured Liabilities
- 3.2 The Borrower charges by way of fixed charge and with Full Title Guarantee to the Lender as continuing security for the payment and discharge of the Secured Liabilities all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Property and all rights and claims of the Borrower against all lessees sub-lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession
- 3.3 The Borrower charges to the Lender with Full Title Guarantee and as continuing security for the payment and discharge of the Secured Liabilities
- 3.3.1 by way of floating charge all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Property and belonging to the Borrower or
- 3.3.2 by way of floating charge the undertaking and all other property assets and rights of the Borrower not effectively charged above both present and future
- 3.4 The Lender may by notice in writing to the Borrower convert the floating charge contained in clause 3.3 into a fixed charge as regards any Charged Property specified in such notice at any time after an Enforcement Event. If without the prior written consent of the Lender the Borrower charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under

this Charge or attempts to do so or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Property the floating charge hereby created over the property or assets the subject thereof shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

- 3.5 The Borrower hereby assigns absolutely to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Borrower of the Agreements subject to the provision for re-assignment contained in this Charge
- 3.6 The charges created by clause 3.1 and clause 3.2 shall constitute first fixed charges. The charge created by clause 3.3 shall be a first floating charge unless and until it is converted into a fixed charge pursuant to clause 3.4 or by operation of law
- 3.7 The Borrower shall at any time after an Enforcement Event has occurred on written demand by the Lender procure that the Rental Income shall be paid directly to the Lender (or such other account as the Lender may from time to time direct) and the Borrower shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand until such payment the Borrower shall hold all Rental Income on trust for the Lender
- 3.8 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Charged Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver

4. FURTHER ADVANCES

- This Charge is intended to secure further advances but the Lender is not obliged to make them

5. DISCHARGE

If the Borrower shall pay to the Lender the Secured Liabilities in accordance with the covenants contained in this Charge the Lender at the request and cost of the Borrower will duly discharge this Charge

6. RESTRICTIONS

The Borrower shall not:-

- 6.1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof. Subject as aforesaid any mortgage of or charge on the Charged Property created by the Borrower (otherwise than in favour of the Lender) shall be expressed to be subject to this Charge
- 6.2 sell convey assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Property or agree to do any of the foregoing
- 6.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease underlease or tenancy or agree to do any of the foregoing
- 6.4 save in respect of any lease or underlease existing and disclosed to the Lender prior to the creation of this Charge or granted pursuant to clause 7.12.5 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing

- 6.5 compound release exchange set-off accelerate grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Lender under this Charge or do anything whereby the recovery of the same may be impeded delayed or prevented and the Borrower shall enforce its rights in respect of the same

7. COVENANTS BY THE BORROWER

The Borrower covenants with the Lender at all times during the continuance of this security:-

7.1 Repair

To keep the Property including the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value

7.2 Insurance

- 7.2.1 to keep the Property including the said buildings installations and structures and all fixtures and fittings situate thereon and other erections insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms as the Lender shall approve and including (if available on reasonable terms) a lender protection clause whereby the insurance effected will not be vitiated or avoidable as against a mortgagee in the event of any misrepresentation act or neglect or failure to disclose on the part of the Borrower or the insured party (if not the Borrower) or in the event of any circumstances beyond the control of the insured party or parties (subject to the payment of any increased premium required by the

insurer) with the Lender named as co-insured and co-payee provided that where the insurance on the Property is effected by a prior chargee or some other third party the Lender shall not require the Borrower to effect separate insurance on the Property so long as such insurance complies with the provisions of this Clause and is on terms reasonably satisfactory to the Lender

7.2.2 to maintain in such office or offices as the Bank shall approve such insurance in respect of employers' liability public liability and liability under the Defective Premises Act 1972 as the Lender shall reasonably require

7.2.4 punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Lender the policy or policies of all such insurances and the receipt for every such payment and all moneys received under any policy or policies of insurance whether maintained or effected by the Borrower the Lender or by a third party and whether or not in pursuance of the Borrower's obligations under this Charge shall be applied at the Lender's option either in making good the loss or damage to the Property (any deficiency being made good by the Borrower) or towards the discharge of the Secured Liabilities and any such moneys received by the Borrower shall be held by the Borrower on trust for the Lender

7.2.5 to comply with the terms and conditions of any policy of insurance on the Charged Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part

7.3 Outgoings

To pay when due all rents rent charges (if any) rates taxes charges duties assessments impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property

7.4 Covenants and stipulations

To perform and observe all covenants restrictions stipulations provisions regulations and conditions affecting the Property or the use or enjoyment of it

7.5 Alterations

Not without the previous written consent of the Lender to demolish pull down remove or permit or suffer to be demolished pulled down or removed any building installation or structure for the time being upon the Property or except in connection with the renewal of replacement thereof any fixtures or erect or make or suffer to be erected or made on the Property any building installation structure or alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property

7.6 Development

Where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development to proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor and to produce all plans and specifications in relation to such development to the Lender for approval and not to amend such plans and specifications in any manner which might diminish the finished value (or increase the cost to a material extent) without the Bank's approval

7.7 Planning

7.7.1 to comply in all respects with the Planning Acts and all licences consents permissions or conditions granted or imposed thereunder

7.7.2 not to make any application for planning permission without the prior consent of the Lender and not to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar Act

7.7.3 to comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be reasonably required by the Lender and to pay to the Lender in reduction of the Secured Liabilities any compensation received as a result of any such notice or order

7.8 Right of entry

To permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times except in case of emergency to view the state of repair and condition of the Property

7.9 Notices

Within four days of receipt to produce to the Lender a copy of any notice order direction permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Lender so requires or approves and at the Borrower's cost to make such objections representations against or in respect of such notice order proposal permission or consent as aforesaid as the Lender may require

7.10 Information

On request to produce to or provide for the Lender such documents or information relating to the Property or its development as the Lender may require

7.11 Statutes

To comply (in all material respects) with all obligations imposed under any present or future statute regulation order or instrument or under any bye-laws regulations or requirements of any competent authority or approvals licences or consents relative to the Property or its use or enjoyment

7.12 Leases

Where the Property is leasehold or subject to any lease agreement for lease or tenancy (referred to below as the 'occupational lease'):-

- 7.12.1 to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor
- 7.12.2 to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease
- 7.12.3 not to waive release or vary any of the terms of the Lease or any occupational lease or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without in each case the consent of the Lender
- 7.12.4 if the Borrower shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Borrower shall give immediate notice of such event in writing to the Lender and at the request of the Lender and at the expense of the Borrower take such steps as the Lender

may in its absolute discretion require

- 7.12.5 not to grant a lease of the Property without first obtaining the consent in writing of the Lender which the Lender may in its absolute discretion refuse to provide and which may be subject to such conditions precedent or subsequent as the Lender in its absolute discretion thinks fit

7.13 Agreements

To notify the Lender forthwith if a third party is in breach of the terms of any of the Agreements and/or if notice is given to terminate any of them or it is alleged or appears that any of them may be avoided or repudiated or be or become invalid or unenforceable and in any such case shall at its own cost take such action or institute such proceedings or execute such documents as the Lender may in its sole discretion require

7.14 Indemnity

To keep the Lender (and any Receiver appointed by the Lender) fully and effectively indemnified from and against all actions proceedings costs charges claims demands expenses and liabilities (including Value Added Tax and any other professional and other fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations warranties or undertakings on the part of the Borrower contained in this Charge or the making good of any such breach or non-observance or non-performance

7.15 Value Added Tax

The Borrower covenants that it has not and will not revoke any election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property made prior to the date of this charge without the prior written consent of the Lender

7.16 Environmental Matters

To notify the Lender forthwith if any remediation notice or charging notice is served on Borrower pursuant to Part IIA of the Environment Protection Act 1990 as substituted by the Environment Act 1995 and to comply (at its own cost) forthwith with any remediation notice served on the Borrower pursuant to Part IIA of the Environmental Protection Act 1990 as substituted by the Environment Act 1995

7.17 Payments and Withholding Taxes

The Borrower shall pay and discharge the Secured Liabilities without any set-off counterclaim restriction or condition without regard to any equities between the Borrower and the Lender and free and clear of and without deduction or withholding for or on account of any taxes except to the extent that the Borrower or any third party is required by law to deduct or withhold any taxes on any amounts payable hereunder in which case it shall pay forthwith to the Lender such additional amount as may be necessary in order to ensure that the net amount received by the Lender after the required deduction or withholding be equal to the amount that the Lender would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest

8. POWER TO REMEDY

8.1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the reasonable satisfaction of the Lender or its surveyor the Lender may (but shall not be under any obligation so to do) serve a written notice on the Borrower advising it of such failure and the Borrower shall have such period as the Lender may specify to remedy the same failing which:-

8.1.1 the Borrower shall if required by written notice from the Lender within seven days assign to the Lender or as it may direct all the benefit and interest of the

Borrower in any building contract sub-contract appointment of professional advisers and such other contracts or agreements as the Borrower may have relating to such building operations and will take or procure such action as is necessary or desirable to provide the Lender or the nominee of the Lender as aforesaid with privity of contract with such parties or contractors with whom the Borrower may have privity of contract and take all such other steps as the Lender may require to enable the Lender to procure the completion of the said building operations and

8.1.2 the Borrower shall permit the Lender at the Borrower's cost to complete or procure the completion of the said building operations

in both cases with power for the Lender and any persons authorised by the Lender to enter upon the Property for any of the above purposes without thereby becoming a mortgagee in possession

8.2 If the Borrower fails to perform or observe any covenant or condition on its part contained in this Charge it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's cost:-

8.2.1 to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary and/or

8.2.2 to take such steps give such notices execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice order direction permission or proposal given served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value and/or

8.2.3 to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary and/or

8.2.4 to admit settle liquidate compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary in that behalf but without thereby becoming a mortgagee in possession

9. ENFORCEMENT EVENTS

If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable on demand made at any time by the Lender and the Lender shall cease to be under any further obligation to the Borrower:-

- 9.1 the Borrower fails to pay any of the Secured Liabilities when due or
- 9.2 the Borrower commits any breach of any of the covenants or any other provisions of this Charge or
- 9.3 any representation or warranty made or deemed to be made or repeated by the Borrower in or pursuant to this Charge is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time or
- 9.4 any Encumbrance on or over the business assets rights or revenues of the Borrower becomes enforceable or any steps are taken to enforce the same or
- 9.5 an encumbrancer takes possession (in either case) or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any part of the undertaking assets rights or revenues of the Borrower or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Borrower or

- 9.6 the Borrower is or is adjudicated or found to be insolvent or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Borrower under any law regulation or procedure relating to reconstruction or adjustment of debts or
- 9.7 a petition is presented by any person for an administration order in relation to the Borrower or
- 9.8 any petition is presented by any person or any order is made by any competent Court or any resolution is passed by the Borrower for its winding-up or dissolution or for the appointment of a liquidator of the Borrower except for the purpose of an amalgamation or reconstruction on terms and conditions which shall have first been approved in writing by the Lender
- 9.9 any change occurs in the issued share capital of the Borrower or in the beneficial or legal ownership of the whole or any part thereof
- 9.10 the Borrower fails to obtain the approval of the Inland Revenue or other competent authority to the Borrower and the Lender receiving any Rental Income with no tax deduction prior to receipt by the Borrower or the Lender
- 9.11 the Inland Revenue or other competent authority withdraws its approval of any application to receive Rental Income or any other such payments with no tax deduction or seeks to ensure that tax is deducted from any Rental Income prior to receipt by the Borrower or the Lender

10. ENFORCEMENT

Sections 103 and 109 of the LPA shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under

this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the Bank shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Enforcement Event

11. APPOINTMENT AND POWERS OF RECEIVER

11.1 At any time after the Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Enforcement Event or if requested by the Borrower the Lender may appoint by writing any person or persons (whether an employee of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally

11.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

11.3 The Receiver shall (so far as the law permits) be the agent of the Borrower (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same ways as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Borrower or otherwise to do the following things namely:-

11.3.1 to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit

11.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions building regulation approvals

and any other permissions consents or licences in each case as he may in his absolute discretion think fit

- 11.3.3 for the purpose of exercising any of the rights powers authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Lender or others on the security of the Charged Property or otherwise on such terms as he may in his absolute discretion think fit
- 11.3.4 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit
- 11.3.5 if the Property is leasehold to vary the terms of or surrender the Lease and or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal legal Charge over any such new lease in favour of the Lender in such form as the Lender may require
- 11.3.6 to sell transfer assign let or lease or concur in selling letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares securities or other investments payable at such time or times as he may in his absolute discretion think fit
- 11.3.7 to vary the terms of terminate grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his

absolute discretion he shall think fit

- 11.3.8 to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the Property or to any covenants conditions or restrictions relating to the Property or without limitation otherwise
- 11.3.9 to make and effect all repairs and improvements to the Property
- 11.3.10 to enter into bonds covenants commitments guarantees indemnities and like matters and to make all payments needed to effect maintain or satisfy the same in relation to the Charged Property
- 11.3.11 to settle adjust refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Charged Property
- 11.3.12 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit
- 11.3.13 to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine
- 11.3.14 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

11.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him as follows:-

11.4.1 in payment of the costs charges and expenses of and incidental to his appointment and the exercise of all or any of his powers

11.4.2 in payment of his remuneration

11.4.3 in payment to the Lender of moneys whether for principal interest or otherwise in arrear or accruing due under this Charge

and any balance shall be paid to the person or persons entitled to it

12. LENDER'S LIABILITY

12.1 In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender

12.2 The Lender shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged and in no circumstances shall the Lender be liable to the Borrower or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act default or omission of the Lender or the Receiver or employees or agents of either or both of them in relation to the Charged Property or in connection with this Charge or the Offer Letter

13. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any

power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver

14. POWERS OF LEASING

The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Borrower to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit

15. POWER OF ATTORNEY

15.1 The Borrower hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Borrower and either in the name and on behalf of the Borrower or the Receiver (as the case may be) or in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to sign deliver and execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Charge

15.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge

16. LENDER'S RIGHTS

16.1 All powers of the Receiver may be exercised by the Lender whether as attorney of the Borrower or otherwise

16.2 The Borrower agrees that at any time after this Charge becomes enforceable:-

16.2.1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities

16.2.2 the Lender may as agent of the Borrower remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Lender and the Lender shall have the right to retain or set-off such proceeds of sale against any indebtedness of the Borrower to the Lender

16.2.3 it shall be lawful for the Lender to enter into any arrangement or accept any composition in relation to the debts hereby charged without the concurrence of the Borrower and any such arrangement or composition shall be binding on the Borrower

17. COSTS AND EXPENSES

17.1 The Borrower shall on demand and on a full indemnity basis pay to the Lender:-

17.1.1 the amount of all costs and expenses (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:-

17.1.1.1 the preparation negotiation execution and delivery of this Charge

and any related document

17.1.1.2 any stamping or registration of this Charge

17.1.1.3 any actual or proposed amendment of or waiver or consent under or in connection with this Charge

17.1.1.4 any discharge or release of this Charge

17.1.1.5 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Charge and any related document

17.1.1.6 obtaining payment of the Secured Liabilities

17.1.1.7 dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and any related document

17.1.2 all other moneys paid by the Lender in perfecting or otherwise in connection with this Charge or in respect of the Charged Property including (without limitation) all moneys expended by the Lender under clause 8 and all moneys advanced or paid by the Lender to any Receiver for the purposes set out in clause 11

17.2 Such costs expenses and other moneys shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Property

18. CONTINUING SECURITY

18.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

18.2 Section 93 of the LPA shall not apply to this Charge

19. NOTICES

19.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter or telex despatched as follows:-

19.1.1 if to the Lender to its address specified at the head of this Charge or such other address as may from time to time be notified by the Lender to the Borrower

19.1.2 if to the Borrower to its address specified at the head of this Charge or its registered or principal office for the time being

or to such other address as may be notified in accordance with this clause by the relevant party the other party for such purpose

19.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch and (if delivered personally) at the time of delivery if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day

19.3 Any notices demands or other communication as aforesaid to be given by the Lender may be made by the Lender by any person or firm acting as solicitor or solicitors for the Lender

20. TRANSFERS

20.1 This Charge is freely assignable or transferable by the Lender

20.2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person

20.3 The Lender may disclose to any person related to the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower and any person connected or associated with it. The Borrower represents and warrants that it has (and subject to any contrary requirement of law will maintain) any necessary authority by or on behalf of any such person to agree to the provisions of this Clause

21. MISCELLANEOUS

21.1 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

21.2 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

21.3 Any waiver by the Lender of any terms of this Charge or any consent or approval given by

the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

- 21.4 If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity and enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 21.5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or (without limitation) any matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Borrower
- 21.6 The Borrower certifies that this Charge does not contravene any of the provisions of its Memorandum and Articles of Association

22. LAW AND JURISDICTION

- 22.1 This Charge is governed by and shall be construed in accordance with English law
- 22.2 The Borrower irrevocably agrees that the Courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes hereby irrevocably submits to the jurisdiction of such Courts
- 22.3 Nothing contained in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law)
- 22.4 The Borrower irrevocably waives any objection which it may have now or in the future to

the Courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such Court is not a convenient or appropriate forum

23 REGISTERED LAND

The Borrower hereby applies to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Borrower's 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 of the time being of the charge dated 2018 in favour of Calluna Trading Company Limited of 34 Westway Caterham Surrey CR3 5TP referred to in the charges register"

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written

THE SCHEDULE

Part I

The Property

All that Leasehold property known as Flat 15, Phoenix Pavilions Lower Marine Parade Dovercourt Harwich CO12 3SS as the same is registered at H.M. Land Registry with title absolute under Title Number EX805988

Part III

The Prior Charges

None

Part IV

The Agreements

Date



Document

Parties

[All occupational leases of parts of the Property and all documents supplemental thereto
(whether in force at the date hereof or hereafter)]

EXECUTED as a Deed by
Crestlancelot Limited
Acting by a Director
In the presence of

)
)
)
)



John Tsoukkas
Solicitor
Dollman & Pritchard
8 The Square
Caterham, Surrey CR3 6XS

Executed as a Deed by
Calluna Trading Company Limited
Acting by a Director
In the presence of

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