103375/26 103/13/26

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

~~103/13/26~~

Companies House

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

You can use the WebFili
Please go to www compar

✓ **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 f**
You may not use this form register a charge where th instrument Use form MR0

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the cl delivered outside of the 21 days it will be rejected unless it is accon court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the original**

WEDNESDAY
WEDN

COMPANIES HOUSE
A4JG989M
A14 04/11/2015 #316
COMPANIES HOUSE
A4B367YY
A13 06/07/2015 #220
COMPANIES HOUSE
A420GQTU
A10 25/02/2015 #291
COMPANIES HOUSE

For official use 702

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 2 1 7 8 7 8 3
Company name in full	Tower Pension Trustees Limited

2 Charge creation date

Charge creation date	2 8 0 7 2 0 1 5

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	Centrepoint Print & Design Limited
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Brief description

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

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

73 Gravelly Lane, Birmingham, B23 6LR

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.

MR01
Particulars of a charge

Presenter information

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

Contact name Sanjeev Kalair

Company name The Law Practice (UK) LTD

Address 1 Caldmore Road

Post town Walsall

County/Region West Midlands

Postcode W S 1 3 L X

Country England

DX

Telephone 0121 778 2371

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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

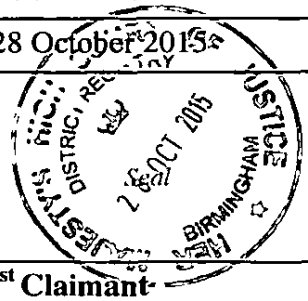
Further information

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

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

General Form of Judgment or Order

In the High Court of Justice Chancery Division Birmingham District Registry	
Claim Number	B30BM200
Date	28 October 2015



TOWER PENSION TRUSTEES LIMITED	**1st Claimant** **Ref** NS/LS/MAT2616
CENTREPOINT PRINT & DESIGN LIMITED	**1st Defendant** **Ref**

Before District Judge O'Regan sitting at Birmingham District Registry, Civil Justice Centre, The Priory Courts, 33 Bull Street, Birmingham, B4 6DS.

AMENDED UNDER THE SLIP RULE 14 OCTOBER 2015

Upon the application by CPR Part 8 Claim Form dated 22 April 2015 of the above-named Tower Pension Trustees Limited whose registered office is situate at Colston Tower, Colston Street, Bristol, BS1 4UX

And upon hearing the Solicitor for the Claimant

And upon reading the CPR Part 8 Claim Form, the Witness statement of Sanjeev Kalair filed 22 April 2015 and the exhibits in the first-mentioned Witness Statement referred to

And the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 860 of the above-mentioned Act

The Legal Charge hereinafter mentioned together with the prescribed Particulars thereof was due to inadvertence and that it is just and equitable to grant relief pursuant to Section 859F of the Act orders that the time for delivering to the Registrar of Companies for registration two Legal Charges dated 28 January 2015 and made between Tower Pension Trustees Limited and Centrepoint Print & Design Limited (whereby the Claimant charged certain land and premises known as 73 Gravelly Lane, Birmingham, B23 6LR more particularly described in the Legal Charge to secure repayment of the sum of £13,000 and £7,000 and interest) together with the prescribed Particulars thereof be and the same is hereby extended to 27 November 2015

IT IS ORDERED THAT

1. The Claimant do deliver an office copy of this Order to the Registrar of Companies.

The Law Practice Uk Limited
1 Caldmore Road
Walsall
West Midlands
WS1 3LX

2. This Order is without prejudice to the rights of any person acquired between the date of the creation of the Legal Charge and the date of its actual registration

Dated 28 October 2015

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 8783 0702

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2015 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2015.

Given at Companies House, Cardiff on 18th November 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made this 28th day of January ~~2014~~ 2015

BETWEEN:

(1) **TOWER PENSION TRUSTEES LIMITED acting as trustee of the ST JAMES'S PLACE SELF INVESTED PERSONAL PENSION PLAN for ANGELA STEED (Co. Reg. No. 02178783)** of whose registered office is at Colston Tower, Colston Street, Bristol BS1 4UX ("the Borrower") AND

(2) **CENTREPOINT PRINT & DESIGN LIMITED (Co. Reg. No. 05196455)** of 73 Gravelly Lane, Birmingham B23 6LR ("the Lender")

Recitals

(1) The Borrower is registered or is to be registered at the Land Registry as Proprietor with Title Absolute of the property described in the Schedule to this Deed free from encumbrances

(2) The Lender has agreed to lend £7,000 00 to the Borrower on condition that its repayment together with interest is secured in the manner set out below

NOW THIS DEED WITNESSES as follows -

1 Definitions

In this Legal Charge

1 1 'Interest Payment Days' means 21st day in each year commencing on 21st December 2014

1 2 'the Annual Interest Rate' means 5 9%

1 3 'the Annual Percentage Rate or APR' means 6 1%

1 4 'the Principal' means £7,000 00

1 5 'the Property' means the property specified in the Schedule below and all buildings and fixtures on it

1 6 'the Term' means the period of 60 months

2. Payment of principal, interest and costs

In consideration of the Principal, now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out below

2 1 **Principal**

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

THE LAW PRACTICE (UK) LTD
1 Caldmore Road
Walsall
WS1 3LX

2.1 1 **Charge and payment**

The Borrower with full title guarantee charges the property to the Lender by way of Mortgage and covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off by monthly instalments set out in the Schedule annexed hereto on the twenty first day of each month provided that if

a) any instalment of the Principal is not paid within 28 days of becoming due, or

b) any interest or other sum payable under this security is not paid within 28 days of becoming due, or

c) the Borrowers or any surety fails to comply with any term, condition, covenant or provision of, or to perform any of his obligations or liabilities under, this or any associated or collateral security, or

d) any material representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or

e) any judgment or order made against the Borrower or any surety that will adversely affect their ability to continue paying sums due under the charge by any court is not complied with within 28 days, or

f) the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or

g) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this deed of any other property of the Borrower or of any surety, or

h) in the case of an individual

i) the Borrower or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enter, into any other form of composition or arrangement with his creditors whether in whole or in part, or

ii) a petition is presented for the bankruptcy of the Borrower or any surety, or

iii) the Borrower or any surety dies or becomes of unsound mind, or

i) in the case of a company

i) the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business, or

ii) the Borrower or any surety makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters, or seeks

to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or

iii) a petition is presented for the making of an administration order in respect of the Borrower or any surety, or

iv) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety, or

v) a petition is presented in any Court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

the whole balance of the Principal outstanding shall be immediately due and repayable by the Borrower to the Lender on demand

2 1 2 **Power to anticipate instalments**

a) Subject to the provisions of clause 2 1 2 (b) and 2 1 2 (c) the Borrower may, at any time after the expiry of twelve months from the date hereof, on giving to the Lender at least three months previous notice in writing to expire on an Interest Payment Day, repay to the Lender, the whole of the Principal then owing

b) This entitlement to make anticipatory repayments shall only be capable of being exercised if the interest due on the proposed repayment date in respect of the whole Principal for the time being owing is also paid

c) If the Borrower wishes to repay the Loan within the first twelve months thereof, the Borrower shall pay to the Lender an additional sum of interest equal to one year's interest based upon the interest paid or would be payable in the year up to the date on which the Principal is repaid

2 2 **Interest**

2 2 1 **Payment**

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this Deed, by monthly payments on the Interest Payment Days in accordance with the Schedule annexed hereto, such interest to be payable as well after as before any demand or judgment of the Borrower

3. Capitalisation

a) If any interest payable under this security is not paid within 3 months after the due date for payment it shall be capitalised and added to the Principal and be charged on the Property and bear interest from the due date for payment at the Interest Rate and on the Interest Payment Days

b) The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrears

c) The Borrower may on any of the Interest Payment Days pay to the Lender, in addition to the interest then due, all or any part of the Principal representing capitalised arrears of interest

d) Otherwise all covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them

4. Costs, charges, expenses and other liabilities

4 1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand all reasonable costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal

5. Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 2 3 1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgage but also (and in so far as they are not so allowable) those incurred in relation to or arising out of

a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed,

b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,

c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender

d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,

e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

6. Borrower's representations and warranties

The Borrower represents and warrants to the Lender that the execution of, and the observance and performance of his obligations under, this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

7. Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below

7 1 **Repair**

7 1 1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

7 1 2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession

7 1 3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

7 1 4 The Borrower will within 14 days of demand repay to the Lender all reasonable expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property

7.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property

7.3 Insurance

7.3.1 Duty to insure

The Borrower will·

a) ensure the Property is kept insured for such amount or amounts (including sums) in respect of any loss of rent any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve, and

b) make all payments required for this purpose as and when they become due and will when required by the Lender deliver to him the policy of insurance and the receipt for each payment

7 3 2 Indemnity for payments by the Lender

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Principal) All such money and interest shall be charged on the Property

7 3 3 Application of insurance money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause 7 3) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose

7 4 Outgoings

The Borrower will punctually pay, and indemnify the Lender against, all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

7 5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property are complied with in all respects

7 6 General covenant to produce notices etc

7 6 1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it

7 6 2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve

7.7 Specific covenants relating to planning and environmental matters

7 7 1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender such consent not to be unreasonably withheld or delayed and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it

7 7 2 No development without the Lender's consent

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990

7 7 3 Compliance with conditions of permission for development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which such permission is granted

7 7 4 Compliance with environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

7 7 5 Compliance with notices etc

(a) If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it

(b) The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance Alternatively, if the Lender so requires, the Borrower will make or join

with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal

(c) If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall no be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgage in possession and all costs and expenses so incurred by the Lender, with interest on them at the Interest Rate, shall be payable and charged upon the Property as provided by clause 5 1 4

(d) The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for the procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower

(e) All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5 1 4

7.8 Specific covenant in relation to compulsory purchase

7 8 1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part

7 8 2 If the Lender so requires the Borrower will permit the Lender to conduct such negotiations and grant such consent on his behalf

7 8 3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security

7.9 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender such consent not to be unreasonably withheld or delayed (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

7 9 1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

7 9 2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

7.10 Compliance with terms of conveyances etc

7 10 1 The Borrower will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

7 10 2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any reach of those terms

7 10 3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest rate shall be payable and charged upon the Property as provided by clause 5 1 4

7.11 Not to Register

The Borrower must not without the previous consent in writing of the Lender or his solicitors cause or allow any person to be registered under the Land Registration Acts as proprietor of the Property or any part of it

7.12 Other Charges

The Borrower shall not without the previous consent in writing of the Lender such consent not to be unreasonably withheld or delayed (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

8 1 **Lender's powers and rights**

8 1 1 **Extension of statutory powers**

8 1 2 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

8.2 Powers in respect of furniture and effects

8 2 1 At any time after this security has become enforceable the Lender may as agent for and on behalf of the Borrower and at the expense of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage

8 2 2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservation, sale or disposal

8 2 3 The Lender will have the right to set off any such proceeds of sale against the sums due under this security

8 2 4 The Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand

8.3 Power to appoint a receiver

8 3 1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may be writing under hand appoint any person or persons to be a receiver of all or any part of the Property

8 3 2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

8 3 3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed

8 3 4 None of the restrictions imposed by the Law of Property act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

8 3 5 Where more than one receiver is appointed they shall have the power to act severally

8 3 6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

8 3 7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property act 1925 and no administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed In the event of ambiguity or conflict the terms of this deed will prevail

8 3 8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the [administration or liquidation (or) bankruptcy, death or insanity] of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property In particular (but without limitation) any such receiver shall have the power

(a) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,

(b) to manage or carry on or concur in carrying on any business of the Borrower,

(c) to sell (whether by public auction or private contract or otherwise), or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,

(d) to seize and sever all or any fixtures at or in the Property (where the Borrower is an individual) other than and except trade machinery as defined by the Bills of Sale Act 1878) and sell the same separately from the Property or its site,

(e) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences,

(f) to appoint, employ and dismiss managers, officers, contractors and agents,

(g) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any o the above matters or to the exercise of any of the above powers (and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property)

8 3 8 1 All money received by an receiver shall be applied by him

(a) in payment of the reasonable costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),
(b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,
(c) in or towards satisfaction of the amount owing to this security and the surplus (if any) shall be paid to the Borrower or other persons entitled to it

9 **Protection of persons dealing with the Lender or a receiver**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters

9 1 whether this security has become enforceable,
9 2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,
9 3 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made, and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

10 **Indulgency and waiver**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, time or indulgency, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

11 **Demands and notices**

11 1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on (the Borrower (or) any one of the directors or the secretary of the Borrower), by first class letter post, telex or fax addressed to the Borrower at or by delivery to (his usual or last known place of abode or business (or) its registered office or at any of its principal places of business)
11 2 Service shall be deemed to be affected notwithstanding the (death (or) dissolution) of the Borrower
11 2 1 at 10 am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,
11 2 2 when dispatched if given by telex or fax, and
11 2 3 when left at the property concerned if delivered

11 3 The methods of service described in clause 9 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196

11 4 If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

12. Validity and severability

12 1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or enforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

12 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are bound had not been parties to the security

13 Interpretation

13 1 Unless the context otherwise requires

13 1 1 the singular includes the plural and vice versa,

13 1 2 references to persons include references to firms companies or corporations and vice versa, and

13 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

13 2 Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns and whether immediate or derivative and where appropriate the survivors or survivor of them.

13 3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

13 4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it

13 5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation

13 6 Any references to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named

14. Governing law and jurisdiction

14 1 This mortgage shall be governed by and construed in accordance with English law

14 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

14 3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of

proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

15. Limited Liability

It is hereby agreed that the liability of Tower Pension Trustees Limited shall not exceed the assets within its control of the St James's Place Self-Invested Personal Pension Plans for the benefit of David James Seickell and Angela Lesley Steed and no party shall have any claim whatsoever against Tower Pension Trustees Limited

IN WITNESS whereof the parties have hereunto signed this Legal Charge the day and year first before written

SCHEDULE

The freehold property at 73 Gravelly Lane, Birmingham B23 6LR registered at the Land Registry under title number WK164924

Executed as a Deed by **Tower Pension Trustees Limited as Trustee of the St. James's Place Self-Invested Personal Pension Plan for the benefit of Angela Steed** acting by [a director and its secretary] [two Directors]

Signature

Director

Signature

[~~Secretary~~] [Director]

Executed as a Deed by **Centrepoint Print & Design Limited** acting by [a director and its secretary] [two Directors]

Signature

Director

Signature

[Secretary] [Director]