



**Registration of a Charge**

Company name: **NORSEMAN ESTATES LIMITED**

Company number: **02776048**

Received for Electronic Filing: **02/01/2019**



X7WBPQSW

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**Details of Charge**

Date of creation: **17/12/2018**

Charge code: **0277 6048 0008**

Persons entitled: **B A ASHBY AND TRUSTEES OF THE D R ASHBY SETTLEMENT TRUST**

Brief description: **LAND ON THE NORTH SIDE OF FREDERICK STREET, ROTHERHAM  
REGISTERED UNDER TITLE NUMBERS SYK353463 AND SYK367043**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by:

**CARRIE BYRNE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2776048

Charge code: 0277 6048 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2018 and created by NORSEMAN ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2019 .

Given at Companies House, Cardiff on 4th January 2019

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

17<sup>th</sup> December, 2018

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- (1) B A ASHBY  
TRUSTEES OF THE DR ASHBY SETTLEMENT
- (2) NORSEMAN ESTATES LIMITED
- MORTGAGE DEBENTURE

Ref: 0635/MGC/2020631/5  
Direct Tel: +44 (0)845 634 9791  
Fax No: +44 (0)845 634 9804  
Email: mike.copestake@freeths.co.uk  
Dated: 12 December 2018  
Draft No: 7

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2018

**(1) the Lenders**

**(2) the Borrower**

Company Number: 2776048

Registered Office: Cumberland Court 80 Mount Street  
Nottingham NG1 6HH

(A) The Lenders (in the proportions set out in Schedule 1) have agreed to lend to the Borrower monies as described in the Loan Agreement

## 1. DEFINITIONS AND INTERPRETATION

## Acts

Agent

## Assets

Bank

### Bank's Legal Charge and Mortgage

## Deed of Priority

the Deed of Priority dated 17<sup>th</sup> December 2018 between the Borrower(1) the

Default Rate	Lenders (2) and the Bank (3); the rate which is equal to 4% above the base rate (for the time being) of the Reference Bank;
Indebtedness	all the Borrower's indebtedness and other liabilities whatever to the Lenders under the Loan Agreement and/or this Mortgage Debenture (and whether on or at any time after demand in writing has been made by the Lenders) including (without limitation) indebtedness on account of money advanced, interest, commission, bank charges and any other costs, charges, expenses (on a full indemnity basis) charged or incurred by the Lenders and including those arising from the Lenders perfecting or enforcing or attempting to enforce this Mortgage Debenture or any other security (and their rights thereunder) held by the Lenders from time to time;
Loan Agreement	the loan agreement between the Lenders and the Borrower as constituted by a letter dated 17th December 2018
Properties	all freehold and leasehold property referred to in clauses 3.1.1 and 3.1.2;
Receiver	all freehold and leasehold property referred to in clauses 3.1.1 and 3.1.2;
Reference Bank	Lloyds Bank Public Limited Company;
Security Documents	the Bank's Legal Charge and Mortgage and the Deed of Priority;

- 1.2. Clause headings are for ease of reference only.
- 1.3. In this Mortgage Debenture the expressions "the Lenders" "Bank" and "the Borrower" where the context admits include their respective successors and assigns whether immediate or derivative

## **2. COVENANT TO PAY**

The Borrower hereby covenants with the Lenders that it will pay or discharge the Indebtedness on the due date therefor as provided in the Loan Agreement, this Mortgage Debenture or any other contract (as the case may be).

## **3. CHARGE**

3.1. As security for the payment and discharge of the Indebtedness the Borrower with full title guarantee hereby charges to the Lenders:

3.1.1. by way of legal mortgage, the freehold property described in Schedule 2 together with all buildings now or hereafter erected thereon and all Landlord's fixtures from time to time on that property:

3.1.2. by way of fixed charge, all estates or interests in any freehold or leasehold property of the Borrower (not being property charged by clause 3.1.1) now and in the future vested in the Borrower, together with all buildings and all Landlord's fixtures from time to time on that property:

3.1.3. by way of fixed charge, all book debts, rents and other debts revenues and claims now and in the future due or owing to the Borrower (including things in action which may give rise to a debt, revenue or claim) together with the benefit of all securities and all other rights and remedies of whatsoever nature in respect of the same and interest due or to become due on the same;

3.1.4. by way of fixed charge, all intellectual property or other rights of every description including present and future licences and patents (including applications and rights to apply therefor) copyrights, registered designs, licences, rights in trademarks, trade names or style whether registered or not;

3.1.5. by way of fixed charge all stocks and shares or other securities now or at any time during the continuance of this security belonging to the Borrower;

3.1.6. by way of floating charge, all the Borrower's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Mortgage Debenture;

3.2. The charges hereby created shall have priority over all other charges and debentures created by the Borrower (other than those comprised in the Security Documents to which the charges hereby created shall be subject as provided in the Deed of Priority)



#### **4. COVENANTS**

**4.1. The Borrower shall not:**

- 4.1.1.** create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets (other than those comprised in the Security Documents);
- 4.1.2.** save as provided by the Security Documents, sell, factor, block discount or otherwise mortgage charge or assign any rents, book debts and other debts (or negotiable instruments therefor) or otherwise deal with its rents, book or other debts or securities for money except in getting in and realising them in the ordinary and proper course of its business.

**4.2. The Borrower shall:**

- 4.2.1.** comply with clause 4 of the Bank's Legal Charge and Mortgage at all times;
- 4.2.2.** if called upon so to do by the Lenders from time to time (but subject to the Borrower having been unconditionally released and discharged from its obligations under the Security Documents) execute legal assignments (subject to perfection by the giving of notice) to the Lenders of such rents, book or other debts; or pay into such account with a Bank as the Lenders may designate (by notice in writing to the Borrower from time to time) all monies, cheques and negotiable instruments which it may receive in respect of the rents, book debts and other debts charged by clause 3.1.4 and pending such payment hold such monies on trust for the Lenders;
- 4.2.3.** subject to the requirements of the Security Documents execute and do all such assurances and things as the Lenders may reasonably require for perfecting the security hereby constituted (including the execution and delivery to the Lenders of any other or further mortgage, charge or other instrument conferring a fixed or floating charge on any of the Assets - but not so as to impose a fixed charge on any of the Assets charged by sub-clause 3.1.7) and (after the monies hereby secured shall have become payable) for facilitating the realisation of the Assets or any part thereof and for exercising all powers, authorities and discretion conferred upon the Lenders or any Receiver appointed by them.

- 4.3.** If the Borrower fails to perform any of its obligations under clause 4.2.1 the Lenders may (subject to the provisions of the Deed of Priority) take such action as they may deem appropriate to remedy such failure and recover the expenses so incurred from

the Borrower on demand (together with interest at the Default Rate from the date of payment by the Lenders)

## **5. POWERS OF THE LENDERS**

- 5.1. At any time after demand has been made by the Lenders for payment of the Indebtedness or if a petition shall be presented to the Court under s.9 of the Insolvency Act 1986 for the making of an administration order in respect of the Company or, if so requested by the Borrower, the Lenders may (subject to the provisions of the Deed of Priority) exercise without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925 and whether or not they shall have appointed a Receiver, all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers and discretion hereby conferred either expressly or by reference on a Receiver appointed hereunder.
- 5.2. Notwithstanding any provisions contained in this Mortgage Debenture or any other document the monies and liabilities hereby secured shall be deemed to have become due and payable within the meaning of s101 of the Law of Property Act 1925 immediately on the execution of this Mortgage Debenture.
- 5.3. Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lenders pursuant to the terms of this security.
- 5.4. The statutory powers of leasing conferred on the Lenders shall be extended so as to authorise the Lenders to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lenders shall consider expedient and without the need to observe any of the provisions of s.99 and s.100 of the Law of Property Act 1925.

## **6. RECEIVER**

- 6.1. At any time after demand has been made by the Lenders for payment of the Indebtedness (or if a petition shall be presented to the court under s.9 of the Insolvency Act 1986 for the making of an administration order in respect of the Borrower or if so requested by the Borrower) the Lenders may (subject to the provisions of the Deed of Priority ) appoint by writing any person or persons to be an administrator, administrative receiver or a receiver and manager or receivers and managers ("the Receiver") which expression shall include any substituted receiver(s) and manager(s) of all or any part of the Assets.

- 6.2. The Lenders may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place (subject to obtaining any necessary court order)
- 6.3. The Receiver shall be the Borrower's agent and shall have all powers conferred by the Acts. The Borrower alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or the Lenders' power of sale, the Receiver shall have power:-
- 6.3.1. to take possession of, collect and get in all or any part of the Assets and to bring, defend, continue or discontinue any proceedings or submit to arbitration in the name of the Borrower or otherwise as may seem expedient to him;
  - 6.3.2. to act generally as, or to appoint a manager of the business of the Borrower or any part thereof and to carry on or authorise or concur in carrying on the business of the Borrower or any part thereof in such a manner as he shall in his discretion think fit (including without prejudice to the generality of the foregoing to purchase supplies and material and to engage or dismiss staff) and for that purpose to raise money on such terms as he shall think fit and to secure the repayment thereof and interest thereon on the Borrower's property and assets or any part thereof in priority to this Charge or otherwise;
  - 6.3.3. without the restrictions imposed by s.103 of the Law of Property Act 1925 or the need to observe any of the provisions of ss.99 and 100 of such Act sell by public auction or private contract, let or surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Assets or concur in so doing in such a manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Assets in the name and on behalf of the Borrower or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Borrower (or other the estate owner) if he shall consider it necessary or expedient so to do. Any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that

any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all monies obligations and liabilities hereby secured. Plant, machinery, fixtures, fittings and equipment may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Borrower;

- 6.3.4. to make any arrangement or compromise or allow time for payment or enter into abandon cancel or disregard any contracts which the Lenders or he shall think fit;
- 6.3.5. to make and effect all repairs, renewals and improvements to the Assets or any part thereof as he may think fit and maintain renew take out or increase insurances;
- 6.3.6. to appoint managers, officers, agents and employees for any of the above purposes, or to guard or protect the Assets at such salaries and commissions for such periods and on such terms as he may determine and to dismiss the same;
- 6.3.7. to call up any of the Borrower's uncalled capital;
- 6.3.8. to promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring an interest in all or any of the Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- 6.3.9. without any further consent by or notice to the Borrower to exercise on behalf of the Borrower all the powers and provisions conferred on a landlord or a tenant by any other legislation from time to time in force relating to rents or agriculture in respect of any part of the property hereby charged but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- 6.3.10. to sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or the realisation of the Lenders' security and use the name of the Borrower for all the above purposes;
- 6.3.11. to effect indemnity insurance and other insurance and obtain bonds;

- 6.3.12. to execute and do all such other acts, things and deeds as he may consider necessary or desirable for realising or preserving the property and assets hereby charged or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Mortgage Debenture or otherwise and to exercise in relation to the property and assets hereby charged or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.
- 6.4. Subject to the rights of the Bank under the Security Documents, any monies received under this Mortgage Debenture shall be applied:
- 6.4.1. first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lenders or the Receiver and of the remuneration of the Receiver;
- 6.4.2. secondly, in or towards satisfaction of the Indebtedness in such order as the Lenders shall determine; and
- 6.4.3. thirdly, the surplus (if any) shall be paid to the person or persons entitled to it
- 6.5. Any Receiver whether acting solely or jointly shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration, subject to the provisions hereof.

## **7. MISCELLANEOUS**

- 7.1. The statutory and any powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to the Assets or any part thereof be exercisable by the Borrower nor shall the Borrower part with possession of the same or any part thereof nor confer any licence, right or interest to occupy nor grant any licence or permission to assign, underlet or part with possession of the same or any part thereof nor agree suffer or permit any variation or addition to the terms of any lease tenancy or licence (any of the aforesaid being a "Relevant Matter") without in every such case obtaining the prior consent of the Lenders **PROVIDED THAT** the prior consent of the Lenders shall not be required in the event of the Bank granting its consent under any of the Security Documents in respect of a Relevant Matter.
- 7.2. The Mortgage Debenture will be:
- 7.2.1. a continuing security to the Lenders, notwithstanding any settlement of account or other matter or thing whatever;

- 7.2.2. without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lenders may hold now or hereafter on all or any part of the Assets; and
- 7.2.3. in addition to any rights, powers and remedies at law
- 7.3. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lenders or the Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 7.4. No failure to delay on the Lenders' part in the exercise of any of its rights, powers and remedies (in this Clause 7 "right(s)") under this Mortgage Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lenders' rights shall (subject to the provisions of the Deed of Priority) preclude any further or other exercise of that right or of any other right
- 7.5. The Lenders may (subject to the provisions of the Deed of Priority) give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Borrower's liabilities or the Lenders' rights under this Mortgage Debenture.
- 7.6. The Borrower certifies that the charges created by this Mortgage Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 7.7. Instead of acting personally the Lenders may delegate the exercise of all or any of their rights and powers under this Mortgage Debenture to the Agent (or to another agent notified to the Borrower by the Lenders or the Agent).
- 7.8. In the exercise of the powers hereby conferred the Lenders or any Receiver appointed by the Lenders may sever and sell plant and machinery and other fixtures separately from the property to which they may be annexed.
- 7.9. If the Lenders receive notice of any subsequent mortgage, charge, assignment or other disposition affecting the Assets or any part thereof or interest therein the Lenders may open a new account for the Borrower with a bank designated by them; if the Lenders do not open a new account then unless the Lenders give express written notice to the contrary to the Borrower they shall nevertheless be treated as if they had done so at the time when they received such notice and as from that time all payments made by or on behalf of the Borrower to the Lenders shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due to the Lenders at the time when they received notice.

7.10. All liabilities and obligations of the Borrower hereunder to the Lenders shall be and remain subject to the liabilities and obligations of the Borrower to the Bank under the Security Documents. In the event of any conflict or inconsistency, the latter shall prevail and the Borrower's compliance therewith shall not constitute a breach of this Mortgage Debenture

#### **8. POWER OF ATTORNEY**

By way of security, the Borrower hereby irrevocably appoints the Lenders and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance agreement, instrument or act which may be required or may be deemed proper for any of the above purposes

#### **9. COSTS**

The Borrower hereby covenants with the Lenders to pay all of the legal costs and expenses (and VAT) in connection with the Loan Agreement and this Mortgage Debenture and also on demand to pay all costs charges and expenses incurred by the Lenders or by any Receiver or which they or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of the Assets or any of them on a full indemnity basis with interest at the Default Rate from the date of payment by the Lenders or the Receiver

#### **10. SEVERANCE**

If at any time any provision in this Mortgage Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Mortgage Debenture shall not be impaired

#### **11. NOTICES**

Each demand, notice or other communication under this Mortgage Debenture shall be made as provided in the Loan Agreement

#### **12. LAW**

This Mortgage Debenture shall be governed by and construed in accordance with English Law

## **EXECUTION AND DELIVERY**

This Mortgage Debenture has been executed as a Deed the day and year first above written.



**SCHEDULE 1**  
**The Lenders**

**No      Lender**

1.      Brian Anthony Ashby of Longford Hall, Longford, Ashbourne, Derbyshire DE6 3DS
2.      Brian Anthony Ashby; Duncan Robert Ashby and Tanya Denise Spilsbury, the Trustees of the DR Ashby Settlement Trust of Top House Farm Alkmonton Ashbourne Derbyshire DE6 3DH

**SCHEDULE 2**  
**(Details of the Property referred to in sub clause 3.1.1)**

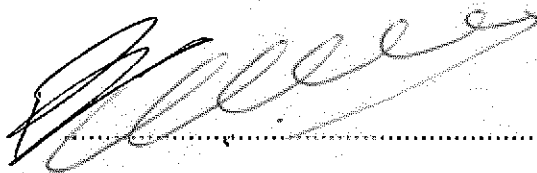
Land on the north side of Frederick Street, Rotherham registered under title numbers SYK353463 and SYK367043

**SIGNED as a DEED by  
BRIAN ANTHONY ASHBY  
(as Trustee of the DR Ashby Settlement)  
in the presence of:**

Witness' Signature: *C M Ball*

Witness' Name: CHRISTINE MARGARET BALL

Witness' Address: THE HEMPBUTT  
KNIGHT LANE, ALTON  
S-O-T, STAFFS ST10 4BJ

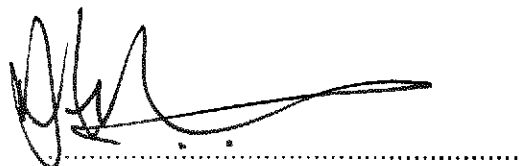


**SIGNED as a DEED by  
DUNCAN ROBERT ASHBY  
(as Trustee of the DR Ashby Settlement)  
in the presence of:**

Witness' Signature: *C M Ball*

Witness' Name: CHRISTINE MARGARET BALL

Witness' Address: THE HEMPBUTT  
KNIGHT LANE, ALTON  
S-O-T, STAFFS ST10 4BJ

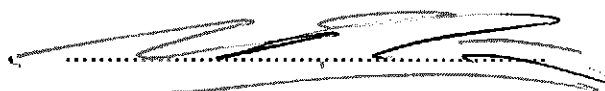


**SIGNED as a DEED by  
TANYA DENISE SPILSBURY  
(as Trustee of the DR Ashby Settlement)  
in the presence of:**

Witness' Signature: *James Beke*

Witness' Name: JAMES BEKE

Witness' Address: 15 Chadfield Rd  
Duffield  
DE56 4DU

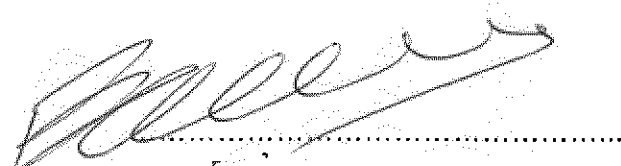


**SIGNED as a DEED by  
BRIAN ANTHONY ASHBY  
In the presence of:**

Witness Signature: *C M Ball*

Witness Name: CHRISTINE MARGARET BALL

Witness Address: THE HEMPBUTT  
KNIGHT LANE, ALTON  
S-O-T, STAFFS, ST10 4BJ



**SIGNED as a DEED by  
Duncan Robert Ashby  
for and on behalf of  
NORSEMAN ESTATES LIMITED  
In the presence of**

Witness Signature: *C M Ball*

Witness Name: CHRISTINE MARGARET BALL

Witness Address: THE HEMPBUTT  
KNIGHT LANE, ALTON  
S-O-T, STAFFS, ST10 4BJ

