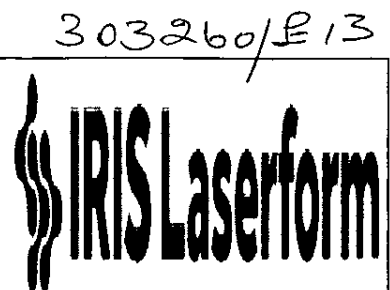


MR01

Particulars of a charge



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


You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

 You **must** enclose a certified copy of the instrument with it
scanned and placed on the public record

THURSDAY



1 Company details

Company number 0 3 1 9 8 0 4 6

Company name in full ALAN GIBSON LIMITED

19 For official use

→ **Filing 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 d0 d8 m0 m4 y2 y0 y1 y3

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 ALAN CEDRIC GIBSON

Name TERENCE HUBERT FLAY

Name DAVID MICHAEL JACOBS

Name ANNETTE VANESSA FLAY

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

All the freehold land and buildings known as 35 London Road Old Basing Basingstoke Hampshire RG24 7JD as registered at HM Land Registry under title absolute HP501157 ("the Property") and comprising:

- a) all buildings fixtures and fittings which form part of the Property at any time,
- b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- c) the benefit of any covenants of title given or entered into by any predecessor in title of the Company in respect of the Property and any monies paid or payable in respect of those covenants,
- d) all rights under any licence agreement for sale or agreement for lease in respect of the Property

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ Yes
☐ No

MR01

Particulars of a charge

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

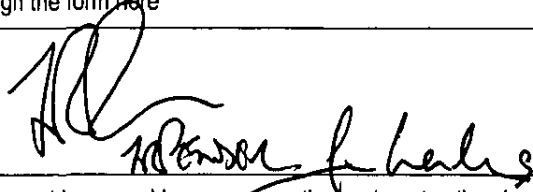
Signature

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**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **J R Pender**

Company name **Phillips Solicitors Limited**

Address **Town Gate**

38 London Street

Post town **Basingstoke**

County/Region **Hampshire**

Postcode

	R	G	2	1		7	N	Y
--	---	---	---	---	--	---	---	---

Country **UK**

DX **DX 123073 Basingstoke**

Telephone **01256 460830**

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3198046

Charge code: 0319 8046 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2013 and created by ALAN GIBSON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th April 2013

Given at Companies House, Cardiff on 24th April 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

8 APRIL

2013

LEGAL MORTGAGE

OF

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
SIGNED.. *Phillips*
PHILLIPS SOLICITORS

**35 LONDON ROAD OLD BASING
BASINGSTOKE HAMPSHIRE
RG24 7JD**

between

MESSRS GIBSON, FLAY & JACOBS (AND OTHERS)

and

ALAN GIBSON LIMITED



**PHILLIPS SOLICITORS LIMITED
TOWN GATE
38 LONDON STREET
BASINGSTOKE
HAMPSHIRE
RG21 7NY
Tel: 01256 460830
Fax: 01256 854638
www.phillips-law.co.uk**

THIS LEGAL MORTGAGE is dated

8 APRIL

2013

PARTIES

- (1) **THE PERSONS** whose names and addresses are set out in Schedule 6 of this Legal Mortgage ("together the **LENDER**"), and
- (2) **ALAN GIBSON LIMITED** (CRN 3198046) whose registered office is at 35 London Road Old Basing Basingstoke Hampshire RG24 7JD ("**CHARGOR**")

BACKGROUND

- (A) By an agreement of even date and entered into between the Lender and the Borrower ("**the Agreement**") the Borrower has agreed to purchase from the Lender all of the issued share capital of the Chargor for a consideration comprising cash and the issue of Loan Notes
- (B) It is a term of the Agreement that repayment of the Loan Notes be secured by means of a legal charge over the Property
- (C) The Chargor is the owner of the Property
- (D) The Chargor will, on the completion of the Agreement, be a wholly owned subsidiary of the Borrower
- (E) The purpose of this Legal Mortgage is to set out the terms of that security which the Chargor is willing to provide to support the obligations of the Borrower

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this Legal Mortgage

Borrower: Eden Automotive Investments Limited (company number 06256215) whose registered address is at 38-40 Portman Road, Reading, Berkshire, RG30 1JG

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Deed of Priority: a deed of priority in the form agreed between the parties to be entered into between (amongst others) the Company and the Lender after the date of this Legal Mortgage

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

Event of Default: any event or circumstance listed in Schedule 5

Insolvency Event:

- (a) means in relation to a body corporate

- i) It is deemed by a Court to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986")
- ii) It has a notice to appoint or notice of intention to appoint an administrator filed against it, or an administration application presented against it
- iii) It has an administration order granted against it
- iv) It has an administrator or administrators appointed over it
- v) It has an administrative receiver, receiver or manager, fixed charge receiver or any other type of receiver, manager, interim manager or interim trustee appointed over the whole or any part of its assets and/or undertaking
- vi) It has a valid winding up petition presented against it (unless it is withdrawn within ten Business Days or it is demonstrated that the petition is frivolous or vexatious)
- vii) It resolves to be wound up voluntarily (other than as part of a genuine solvent reconstruction/amalgamation)
- viii) It is placed into provisional liquidation or liquidation
- ix) It obtains a moratorium under the IA 1985, or
- x) It is dissolved or removed from the Register of Companies

(b) means in relation to a person whether a body corporate or not

- i) It proposes any scheme of arrangement, compromise, composition or other form of arrangement with any of its creditors (whether or not approved or sanctioned)
- ii) It has any distress or execution being levied on any of that person's assets at the Property,
- iii) It ceases to exist for any reason, or
- iv) It becomes subject to any proceedings analogous to those listed in sub-paragraphs (a) i) to x) (inclusive) in any jurisdiction outside of England and Wales

Loan Notes: means the £1,280,000 secured loan notes (as adjusted pursuant to the terms of the Agreement) created pursuant to the memorandum and articles of association of the Borrower and a resolution of its directors dated the date of this Legal Mortgage and issued to the Lender in the proportions specified in the Agreement

Lender's Representative. means Philips Solicitors Limited of Town Gate, 38 London Street, Basingstoke, Hampshire, RG21 7NY, acting by any of its Partners

LPA 1925: the Law of Property Act 1925

Nominated Account: means unless and until the Lender notifies the Chargor in writing (and signed by all of the parties specified in Schedule 7), shall mean Philips Solicitors Limited Client Account, namely

Royal Bank of Scotland plc

Address Royal Bank of Scotland, PO Box 412, 62/63 Threadneedle Street, London EC2R 8LA

Account name Phillips Solicitors Limited Client Account

Bank Account Number 23134856

Bank Sort Code 16-00-15

BIC number RBOSGB2L

IBAN number GB80RBOS16001523134856

Ref JRP/26058-4

(or such other client account details as shall be specified by Phillips Solicitors Limited to the Chargor by notice in writing)

Property: the freehold registered property owned by the Chargor described in Schedule 1

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender whether actual or contingent under or in connection with the Loan Notes and this Legal Mortgage including all interest and costs lawfully payable under the Loan Notes and this Legal Mortgage

Security Period: the period starting on the date of this Legal Mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

VAT value added tax

1.2 Interpretation

In this Legal Mortgage

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular,
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this Legal Mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,
- (e) a reference to **this Legal Mortgage** (or any provision of it) or any other document shall be construed as a reference to this Legal Mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties,
- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person,
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly), and
- (h) clause, Schedule and paragraph headings shall not affect the interpretation of this Legal Mortgage
- (i) if there is an inconsistency between a defined term in this Legal Mortgage and in the Agreement, the provisions of this Legal Mortgage shall prevail

- (j) Any notice to be given to or by the Lender under this Legal Charge is deemed to have been properly given if it is given to or by the Lender's Representative and each of the individual Lenders hereby appoints the Lender's Representative as its attorney in this regard. Any obligation on the Chargor to notify, inform, consult or otherwise communicate with the Lender under this Legal Mortgage shall be deemed to be discharged if the Chargor so notifies, informs, consults or otherwise communicates with the Sellers' Representative in the manner set out in clause 14 (*Notice*) of this Legal Mortgage.

1.3 Nature of security over real property

A reference in this Legal Mortgage to a charge or mortgage of, or over, the Property includes

- (a) all buildings, fixtures and fittings which form part of, the Property at any time,
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

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

1.5 Third party rights

A third party (being any person other than the Chargor, the Borrower, the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Legal Mortgage.

1.6 Schedules

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

2. PAYMENT OF SECURED LIABILITIES

The Chargor covenants with the Lender that in the event that the Borrower fails to pay the Secured Liabilities to the Lender in the amounts and on the dates specified in the Loan Notes then the security granted by this Legal Mortgage will immediately become enforceable against the Chargor.

3. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities by the Borrower the Chargor at the request and direction of the Borrower hereby charges the Property, with full title guarantee, to the Lender by way of a legal mortgage. Such Legal Mortgage is subject to the Deed of Priority.

4. PERFECTION OF SECURITY

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

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated day of 2013 made between Messrs Gibson and others (1) and Alan Gibson Limited (2) referred to in the Charges Register or by any Partner for and on behalf of Phillips Solicitors Limited of Town Gate 38 London Street Basingstoke Hampshire RG21 7NY"

5. LIABILITY OF THE CHARGOR

The Chargor's liability under this Legal Mortgage in respect of the Secured Liabilities shall not be discharged, prejudiced or affected by

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground,
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or
- (c) any other act or omission, which but for this clause might have discharged or otherwise prejudiced or affected the liability of the Chargor save for those acts or omissions which the Lender has consented to in writing.

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Legal Mortgage against the Chargor.

6. WARRANTIES

6.1 The Chargor warrants to the Lender in the terms set out in Schedule 2

6.2 All warranties in Schedule 2 are given by the Chargor in respect of the Property as at the date of this Legal Mortgage and

- (a) are not given in respect of, or
- (b) relate to any matter, fact or circumstance starting, arising or existing at

any time prior to the date of this Legal Mortgage (including any such matter, fact or circumstances that continues after the date of this Legal Mortgage)

- 6 3 The Lender hereby irrevocably and unconditionally waives any right of action or claim it has or may have against the Chargor in respect of any of the warranties given in this schedule 2 being incorrect or misleading in respect of any period prior to the date of this Legal Mortgage (including with respect to any fact, circumstances or matter which arises prior to the date of this Legal Mortgage and remains continuing after the date of this Legal Mortgage)

7. COVENANTS

The Chargor covenants with the Lender in the terms set out in Schedule 3

8. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4

9. ENFORCEMENT OF SECURITY

9 1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Legal Mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Legal Mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable

9 2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this Legal Mortgage

10. COSTS AND INDEMNITY

The Chargor shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all reasonable and proper costs and liabilities incurred by the Lender, in relation to the enforcement of this Legal Mortgage

11. RELEASE

Upon repayment and discharge of all Secured Liabilities (but not otherwise), the Lender shall, at the request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Legal Mortgage

12. NO ASSIGNMENT AND TRANSFER

Neither the Lender nor the Chargor may assign any of their or their rights, or transfer any of their obligations, under this Legal Mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

13. RIGHTS

13 1 Rights cumulative

The rights and powers of the Lender conferred by this Legal Mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law

13 2 Waivers

Any waiver or variation of any right by the Lender (whether arising under this Legal Mortgage or under the general law) shall only be effective if it is in writing and signed for and on behalf of the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision

13 3 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this Legal Mortgage or constitute a suspension or variation of any such right or power

13 4 Delay

No delay or failure to exercise any right or power under this Legal Mortgage shall operate as a waiver

13 5 Counterparts

This Legal Mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

14. NOTICES

14 1 Service

Each notice or other communication required to be given under, or in connection with, this Legal Mortgage shall be

(a) in writing, delivered personally or sent by pre-paid first-class letter, and

(b) sent

(i) to the Lender's Representative at

c/o Phillips Solicitors Limited Town Gate 38 London Street Basingstoke
Hampshire RG21 7NY, and

(ii) to the Chargor at
38-40 Portman Road, Reading, Berkshire RG30 1JG
For the attention of "**GRAEME POTTS**"

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

14 2 Receipt of Notice

Any notice or other communication that the either party gives under this clause 14 shall be deemed to have been received

- (a) if given by hand, at the time of actual delivery, and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

A notice or other communication given as described in this clause 14 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

15. GENERAL

15 1 Any payments required to be made by the Chargor shall be made by the Chargor to the Lender's Representative into the Nominated Account and the Lender hereby undertakes and covenants that the Lender's Representative is irrevocably authorised to receive the same and payment by the Chargor in accordance with this clause 15 shall be sufficient discharge of its obligations to make such payment

15 2 Provided that all payments due hereunder are made to the Nominated Account, the Chargor shall not be concerned or required to be involved in the application of any such payment

16. GOVERNING LAW

This Legal Mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The English courts have exclusive jurisdiction in respect of any claim or disputes arising out of this Legal Mortgage

This Legal Mortgage is executed as a **deed** and is delivered and takes effect on the date stated at the beginning of it

Schedule 1 Property

All the freehold land and buildings known as 35 London Road, Old Basing, Basingstoke, Hampshire, RG24 7JD as registered at H M Land Registry under Title Number HP501157 with title absolute

Schedule 2 Warranties

1. OWNERSHIP OF PROPERTY

The Chargor is the legal and beneficial owner of the Property and has good and marketable title to the Property

2. ADVERSE CLAIMS

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it

3. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever and materially adversely affect the Property

Schedule 3 Covenants

Part 1. General covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor shall not at any time, except with the prior written consent of the Lender

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this Legal Mortgage and pursuant to the Deed of Priority,
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property, or
- (c) create or grant any interest in the Property in favour of a third party other than as noted in the Deed of Priority

2. PRESERVATION OF PROPERTY

The Chargor shall not do, or permit to be done, any act or thing which it knows would depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this Legal Mortgage

3. ENFORCEMENT OF RIGHTS

The Chargor shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may reasonably require from time to time

4. COMPLIANCE WITH LAWS

The Chargor shall comply, in all material respects, with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property

5. NOTICE OF BREACHES

The Chargor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of

- (a) any warranty set out in Schedule 2, and
- (b) any covenant set out in Schedule 3

Part 2. Property covenants

Any covenant under Part 2 of this Schedule that requires the Lender's consent shall be deemed to include and be subject to the words "such consent not to be unreasonably withheld, delayed or granted subject to unreasonable or onerous conditions"

1. REPAIR AND MAINTENANCE

The Chargor shall keep all premises, and fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2. NO ALTERATIONS

2 1 The Chargor shall not without the prior written consent of the Lender

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or
- (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 0 of this Part 2 of Schedule 3)

2 2 The Chargor shall promptly give notice to the Lender if the premises or any material fixtures or fittings forming part of the Property are materially destroyed or damaged

3. DEVELOPMENT RESTRICTIONS

The Chargor shall not without the prior written consent of the Lender

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or
- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed

4. INSURANCE

4 1 The Chargor shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Lender reasonably requires to be insured against from time to time

- 4.2 The Chargor shall within a reasonable period of time upon request by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 2, Schedule 3

5. INSURANCE PREMIUMS

The Chargor

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect, and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies

6. NO INVALIDATION OF INSURANCE

The Chargor shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property

7. INSURANCE POLICIES' PROCEEDS

The Chargor shall procure that all monies payable under any of the insurance policies relating to the Property at any time shall be used and laid out by the Chargor in the reinstatement of the Property, save that if the security constituted by this Legal mortgage has become enforceable all proceeds of insurance policies shall

- (a) immediately be paid to the Lender, or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower and/or the Chargor upon trust for the Lender

8. LEASES AND LICENCES AFFECTING THE PROPERTY

The Chargor shall not without the prior written consent of the Lender

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925, or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property, or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property provided that the Chargor shall be permitted to share the Property with the companies in the same group of companies (as defined in section 42 of the Landlord & Tenant Act 1954) as the Chargor provided that no relationship of landlord and tenant is thereby created, or
- (d) grant any consent or licence under any lease or licence affecting the Property

9. NO RESTRICTIVE OBLIGATIONS

The Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property

10. PROPRIETARY RIGHTS

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender

11. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Chargor shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

12. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Chargor shall

- 12.1 give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (**Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice
- 12.2 if the Lender so requires, immediately, and at the cost of the Lender, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

13. PAYMENT OF OUTGOINGS

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

14. INSPECTION

The Chargor shall permit the Lender and any person appointed by him to enter on and inspect the Property on reasonable prior notice for the purpose only of ascertaining whether the covenants in this Schedule 3 have been complied with and provided that such person shall (if required by the Chargor) be accompanied at all times by a representative of the Chargor

Schedule 4 Powers of the Lender

1. POWER TO REMEDY

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Chargor of any of his obligations contained in this Legal Mortgage. Any monies expended by the Lender in remedying a breach by the Chargor of any of his obligations contained in this Legal Mortgage shall be reimbursed by the Chargor to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and his agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this Legal Mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 Events of Default

1. NON-PAYMENT

The Chargor fails to pay any sum payable by it under this Legal Mortgage when due, unless its failure to pay is caused solely either by

- 1 1 An administrative error or technical problem and payment is made within five Business Days of its due date
- 1 2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this Legal Mortgage

2. NON-COMPLIANCE

The Chargor fails (other than a failure to pay) to comply with any provision of this Legal Mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied (save that action to remedy the default has been commenced by the Chargor and is being prosecuted expeditiously by the Chargor) within ten (10) Business Days of the earlier of either

- 2 1 The Lender notifying the Chargor of the default and the remedy required
- 2 2 The Chargor becoming aware of the default

3. INSOLVENCY

The Chargor stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due

4. INSOLVENCY EVENT

The happening of an Insolvency Event

Schedule 6 LENDER

The Lender comprises the parties named herein

Mrs Elizabeth Ann Jacobs
Court House
Alderbury
Salisbury, Wiltshire
SP5 3DR

David Michael Jacobs
Court House
Alderbury
Salisbury, Wiltshire
SP5 3DR

Sydney Wilmer Gibson and
Xavier Grenville Gibson and
Alan Cedric Gibson
as Trustees ~~Estate of the late~~ ^{Will} Irene Gibson ^{TRUST}

Alan Cedric Gibson
13 Pack Lane
Oakley
Basingstoke, Hampshire
RG23 7BD

Mrs Annette Vanessa Flay
The Old Cottage
West Green Common
Hartley Wintney Hampshire
RG27 8JD

Terence Hubert Flay
The Old Cottage
West Green Common
Hartley Wintney Hampshire
RG27 8JD

David Michael Jacobs & Elizabeth Ann Jacobs as
Trustees of The Court House 2007 Discretionary
Trust

Signed as a deed by
ALAN CEDRID GIBSON
in the presence of

as Chargor

Witness Signature

 Name

 Address

 Occupation

Signed as a deed by
TERENCE HUBERT FLAY
in the presence of:

as Chargor

Witness Signature

 Name

 Address

 Occupation

Signed as a deed by
DAVID MICHAEL JACOBS
in the presence of.

as Chargor

Witness Signature

 Name

 Address

 Occupation

Signed as a deed by
ELIZABETH ANN JACOBS
in the presence of

as Chargor

Witness Signature .
Name
Address
Occupation

Signed as a deed by
ANNETTE VANESSA FLAY
in the presence of

as Chargor

Witness Signature .
Name
Address
Occupation

Signed as a deed by
DAVID MICHAEL JACOBS and ELIZABETH ANN JACOBS
as Trustees of The Court House 2007
Discretionary Trust

as Trustee

as Trustee

both in the presence of

Witness Signature .
Name
Address
Occupation

Signed as a deed by
SYDNEY WILMER GIBSON and
XAVIER GRENVILLE GIBSON and
ALAN CEDRIC GIBSON
as Trustees of the ~~Estate of the late~~
Irene Gibson Will Trust

as Trustee

as Trustee

as Trustee

all three signatures in the presence of

Witness	Signature
	Name
	Address
	Occupation

Signed as a deed by
ALAN GIBSON LIMITED
acting by a director


Director

in the presence of

Witness signature

Witness name (print)

Witness address

Witness occupation



ASHAN ARIF

ONE FORBURY SQUARE

THE FORBURY

READING

SOLICITOR