

001410/23

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

MR01

## Particulars of a charge



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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

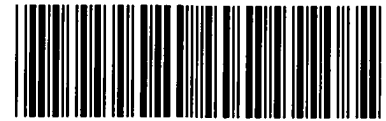
☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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



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



\*AB4WIZ8E\*

A18

27/05/2022

#204

COMPANIES HOUSE

FRIDAY

## 1 Company details

Company number 0 4 2 9 0 3 8 2  
Company name in full Growpalm Limited

For official use

## → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation date

Charge creation date d 26 m 1 1 y 2 0 2 1

## 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 Mastcraft 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.

Brief description

Legal Charge dated 26/11/2021 over Cheshunt Marriott Hotel, Half Tide, Lane, Turnford, Broxbourne, EN10 6NG

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.

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 <sup>1</sup>**

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.

☐

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

9

**Signature**

Please sign the form here.

Signature

Signature  


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  
Naynesh Desai

Company name  
Chan Neill Solicitors

Address  
36 Upper Brook Street

Mayfair

Post town  
London

County/Region  
Greater London

Postcode  
W 1 K 7 Q J

Country  
England

DX

Telephone  
02072537781



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

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

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



### Where to send

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

#### For companies registered in England and Wales:

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

DATED

26<sup>th</sup> NOVEMBER

2021

-----  
LEGAL MORTGAGE

between

GROWPALM LIMITED

and

MASTCRAFT LIMITED

We certify this is a true copy of  
the original document  
Chan Neill Solicitors  
36 Upper Brook Street  
London W1K 7QJ  
Tel: +44 20 7499 5353

N 23.05.2022.

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THIS DEED is dated

26<sup>th</sup> NOV

2021

## **PARTIES**

- (1) **Growpalm Limited** incorporated and registered in England and Wales with company number 04290382 whose registered office is at New Roxburghe House, 273-287 Regent Street, London, W1B 2HA (**Mortgagor**).
- (2) **Mastcraft Limited** incorporated and registered in England and Wales with company number 01845796 whose registered office is at 30 Poland Street, London W1F 8QS (**Lender**).

## **BACKGROUND**

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) The Mortgagor is the freehold owner of the Property.
- (C) This deed provides security which the Borrower has agreed to ensure is provided to the Lender for the loan facilities made or to be made available to the Borrower under the Facility Agreement.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this deed.

**Borrower:** Growpalm Limited incorporated and registered in England and Wales with company number 04290382 whose registered office is at New Roxburghe House, 273-287 Regent Street, London, W1B 2HA.

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

**Charged Property:** all the assets, property and undertaking for the time being subject to any Encumbrance created by this deed (and references to the Charged Property shall include references to any part of it).

**Costs:** all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver or Delegate may charge or incur.

**Delegate:** any person appointed by the Lender or any Receiver pursuant to clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.

**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:** has the meaning given to that expression in the Facility Agreement.

**Facility Agreement:** the facility agreement dated 26<sup>th</sup> NOV 2021 between the Mortgagor and the Lender for the provision of the loan facilities secured by this deed.

**Finance Documents:** has the meaning given to that expression in the Facility Agreement.

**Franchise Agreement:** the franchise agreement dated on or about the date of this deed and made between the Borrower and Global Hospitality Licensing S.À R.L. (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

**Insurance Policy:** each contract or policy of insurance effected or maintained from time to time in respect of the Property.

**LPA 1925:** the Law of Property Act 1925.

**Permitted Security:** the second ranking legal mortgage in respect of the Property granted by the Borrower in favour of Global Hospitality Licensing S.A.R.L. providing such a mortgage is in respect of funds advanced solely for the purpose of carrying out refurbishments to the hotel

**Property:** the freehold property owned by the Mortgagor described in Schedule 1.

**Receiver:** a receiver and/or manager of any or all of the Charged Property.

**Rights:** any Encumbrance or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by either the Borrower or the Mortgagor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement (including, without limitation, those arising under clause 19.3(b)) together with all interest accruing in respect of such monies or liabilities.



**Security Period:** the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**VAT:** value added tax.

## 1.2 Interpretation

In this deed:

- (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 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 deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived;
- (f) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, 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;
- (g) 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;
- (h) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (i) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;

- (j) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (k) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- (m) clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

### 1.3 **Clawback**

If the Lender considers (acting reasonably) that an amount paid by the Borrower or the Mortgagor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Mortgagor, or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### 1.4 **Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or 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 Mortgagor 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.

**1.5 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 Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated into this deed.

**1.6 Third party rights**

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

**1.7 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**1.8 Schedules**

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

**2. COVENANT TO PAY**

**Covenant to pay**

The Mortgagor shall pay to the Lender and discharge the Secured Liabilities when they become due, in accordance with the terms and conditions of the Facility Agreement.

**3. GRANT OF SECURITY**

**Legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Lender:

- (a) by way of first legal mortgage, the Property; and
- (b) by way of first fixed charge (save in the case of the Franchise Agreement):
  - (i) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
  - (ii) all authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them.

#### **4. PERFECTION OF SECURITY**

The Mortgagor 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 [ ] in favour of [ ] referred to in the charges register or their conveyancer."

**5. LIABILITY OF THE BORROWER AND LENDER'S PROTECTIONS**

The Mortgagor's liability under this deed in respect of any 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 5 might have discharged, or otherwise prejudiced or affected, the liability of the Mortgagor.

**6. REPRESENTATIONS AND WARRANTIES**

The Mortgagor makes the representations and warranties set out in clause 10 of the Facility Letter to the Lender on the date of this deed.

**7. COVENANTS**

The Mortgagor covenants with the Lender in the terms set out in Schedule 2.

**8. POWERS OF THE LENDER**

**8.1 Power to remedy**

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Mortgagor of any of its obligations contained in this deed (subject to any grace periods).
- (b) The Mortgagor irrevocably authorises the Lender and its agents to do all such things as are necessary for that purpose.
- (c) Any monies expended by the Lender in remedying a breach by the Mortgagor of its obligations contained in this deed, shall be reimbursed by the Mortgagor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

- (d) In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

## **8.2 Exercise of rights**

The rights of the Lender under clause 8 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

## **8.3 Lender has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

## **8.4 New accounts**

- (a) Unless permitted under the Finance Documents, if the Lender receives, or is deemed to have received, notice of any subsequent Encumbrance or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Mortgagor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Mortgagor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 8.4(a), then, unless the Lender gives express written notice to the contrary to the Mortgagor, all payments made by the Mortgagor to the Lender shall be treated as having been credited to a new account of the

Mortgagor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

**8.5 Indulgence**

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Mortgagor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Mortgagor for the Secured Liabilities.

**9. WHEN SECURITY BECOMES ENFORCEABLE**

**9.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs and is continuing.

**9.2 Discretion**

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

**10. ENFORCEMENT OF SECURITY**

**10.1 Enforcement powers**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other

powers until the security constituted by this deed has become enforceable under clause 9.1.

- (b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

#### 10.2 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Mortgagor, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Mortgagor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

#### 10.3 **Prior Encumbrances**

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Encumbrance having priority to this deed shall have become exercisable, the Lender may:

- (a) redeem such or any other prior Encumbrance;
- (b) procure the transfer of that Encumbrance to itself; and/or
- (c) settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Mortgagor to the Lender on current account and shall bear interest at the rate of interest



specified in the Facility Agreement and be secured as part of the Secured Liabilities.

#### **10.4 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Lender, any Receiver or Delegate is to be applied.

#### **10.5 Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **10.6 No liability as mortgagee in possession**

Neither the Lender, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such unless such loss, default or neglect is caused by the fraud, gross negligence or wilful misconduct of the Lender, that Receiver or Delegate.

#### **10.7 Relinquishing possession**

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

#### **10.8 Conclusive discharge to purchasers**

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

### **11. RECEIVERS**

#### **11.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property.

#### **11.2 Removal**

The Lender may, without further notice, (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **11.3 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Lender.

#### **11.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

**11.5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

**11.6 Agent of the Mortgagor**

Any Receiver appointed by the Lender under this deed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Mortgagor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

**12. POWERS OF RECEIVER**

**12.1 Powers additional to statutory powers**

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.20.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

- (c) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Mortgagor, the directors of the Mortgagor or himself.

#### **12.2 Repair and develop the Property**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

#### **12.3 Grant or accept surrenders of leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

#### **12.4 Employ personnel and advisers**

A Receiver may provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Mortgagor.

#### **12.5 Make and revoke VAT options to tax**

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

#### **12.6 Charge for remuneration**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

#### **12.7 Realise Charged Property**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

**12.8 Manage or reconstruct the Mortgagor's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Mortgagor carried out at the Property.

**12.9 Dispose of Charged Property**

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

**12.10 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Mortgagor.

**12.11 Give valid receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

**12.12 Make settlements**

A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person which he may think expedient.

**12.13 Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

**12.14 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Mortgagor under this deed.

**12.15 Powers under LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**12.16 Borrow**

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Lender consents, terms under which such security ranks in priority to this deed).

**12.17 Redeem prior Encumbrances**

A Receiver may redeem any prior Encumbrance and settle the accounts to which the Encumbrance relates. Any accounts so settled shall be, in the

absence of any manifest error, conclusive and binding on the Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

**12.18 Delegation**

A Receiver may delegate his powers in accordance with this deed.

**12.19 Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property.

**12.20 Incidental powers**

A Receiver may do all such other acts and things:

- (a) as he may consider desirable or necessary for realising any of the Charged Property;
- (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) which he lawfully may or can do as agent for the Mortgagor.

**13. DELEGATION**

**13.1 Delegation**

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 17.1).

### 13.2 **Terms**

Any delegation may be made on such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver may think fit.

### 13.3 **Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## 14. **APPLICATION OF PROCEEDS**

### 14.1 **Order of application of proceeds**

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed after the security constituted by this deed has become enforceable (other than sums received pursuant to any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in such order and manner as the Lender determines; and
- (c) in payment of the surplus (if any) to the Mortgagor or other person entitled to it.

### 14.2 **Appropriation**

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.



#### **14.3    Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this deed (other than sums received pursuant to any Insurance Policy which are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Mortgagor; and
- (c) may be held in such account for so long as the Lender, Receiver or Delegate thinks fit.

#### **15.     FURTHER ASSURANCE**

The Mortgagor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) following an Event of Default which has occurred and is continuing, facilitating the realisation of any of the Charged Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

#### **16.     POWER OF ATTORNEY**

##### **16.1    Appointment of attorneys**

By way of security, following an Event of Default which has occurred and is continuing, the Mortgagor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Mortgagor is required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

**16.2 Ratification of acts of attorneys**

The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

**17. RELEASE**

Subject to clause 20.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the reasonable request and cost of the Mortgagor, take whatever action is necessary to release the Charged Property from the security constituted by this deed.

**18. ASSIGNMENT AND TRANSFER**

**18.1 Assignment by Lender**

The Lender may not assign or transfer the whole or any part of the Lender's rights  
and/or obligations under this deed to any person.

**18.2 Assignment by Mortgagor**

The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this deed or enter into any transaction that would result in any of those rights or obligations passing to another person.

**19. FURTHER PROVISIONS**

**19.1 Independent security**

This deed shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

**19.2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

**19.3 Discharge conditional**

Any release, discharge or settlement between the Mortgagor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary (acting in good faith) to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Mortgagor subsequently as if such release, discharge or settlement had not occurred.

**19.4 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Mortgagor shall be, in the absence of any manifest error, prima facie evidence of the amount due.

**19.5 Rights cumulative**

The rights and powers of the Lender conferred by this deed 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.

**19.6 Variations and waivers**

Any waiver or variation of any right by the Lender (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by 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.

**19.7 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 deed or constitute a suspension or variation of any such right or power.

**19.8 Delay**

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

**19.9 Single or partial exercise**

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

**19.10 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

**19.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

**19.12 Counterparts**

This deed 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.

**20. NOTICES**

**20.1 Service**

Each notice or other communication required to be given under or in connection with this deed shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent:
  - (i) to the Mortgagor at:

Fax:

Attention:

- (ii) to the Lender at:  
Chan Neill Solicitors

36 Upper Brook Street, London W1K 7QJ

Fax: 0207 493 9335

Attention: Mr N Desai

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

## **20.2 Receipt**

Any notice or other communication shall be deemed to have been received:

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) 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 clause 20.2(a) or clause 20.2(b) 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.

## **20.3 E-mails invalid**

Any communication or document to be made or delivered by one party to another under or in connection with this deed may be made or delivered by electronic mail or other electronic means if the parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than 48 hours notice.

## **21. GOVERNING LAW AND JURISDICTION**

### **21.1 Governing law**

This deed 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.

**21.2 Jurisdiction**

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**21.3 Other service**

The Mortgagor irrevocably consents to any process in any proceedings under clause 22.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been 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 property known as Cheshunt Marriott Hotel, Halftide Lane, Turnford, Broxbourne, EN10 6NG as the same is registered with Title Absolute at HM Land Registry with Title Number ND403287



## **Schedule 2 Covenants**

### **Part 1. General covenants**

The Mortgagor covenants with the Lender in the terms of the covenants by the Mortgagor set out in clause 11 of the Facility Agreement.

### **Part 2. Property covenants**

#### **1. REPAIR AND MAINTENANCE**

Save in respect of the refurbishment works as contemplated under the Facility Agreement, the Mortgagor shall keep all premises, and fixtures and fittings on the Property in good and reasonable repair and condition.

#### **2. NO ALTERATIONS**

2.1 The Mortgagor shall not, without the prior written consent of the Lender (acting reasonably):

- (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 1 of this Part 2 of Schedule 2).

2.2 Paragraph 2.1 above shall not apply to:

- (a) the maintenance of buildings, plant, machinery, fixtures and fittings on accordance with the Finance Documents.
- (b) the carrying out of non-structural improvements or alterations which effect only the interior of any building on a Property; or
- (c) the refurbishment works as contemplated under the Facility Agreement.

2.3 The Mortgagor shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

**3. DEVELOPMENT RESTRICTIONS**

3.1 The Mortgagor shall not, without the prior written consent of the Lender (such consent shall not be unreasonably withheld):

- (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 suffer to be carried out on the Property any development as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Property.

3.2 Paragraph 3.1 above shall not apply to:

- (a) the maintenance of buildings, plant, machinery, fixtures and fittings on accordance with the Finance Documents.
- (b) the carrying out of non-structural improvements or alterations which effect only the interior of any building on a Property; or
- (c) the refurbishment works as contemplated under the Facility Agreement.

**4. INSURANCE**

4.1 The Mortgagor shall insure and keep insured the Charged Property against:

- (a) loss or damage by fire or terrorist acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Mortgagor; and
- (c) any other risk, perils and contingencies as the Lender may reasonably require.

Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement).

- 4.2 The Mortgagor shall, if requested by the Lender, produce to the Lender a copy of the schedule relating to any such Insurance required by paragraph 4.1 of this Part 2 of Schedule 2.
- 4.3 The Mortgagor shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with paragraph 4.1 of this Part 2 of Schedule 2 and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

**5. INSURANCE PREMIUMS**

The Mortgagor shall:

- (a) promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- (b) (if the Lender so requires) give to the Lender copies of the receipts for all premiums necessary for effecting and keeping up each such insurance policy.

**6. NO INVALIDATION OF INSURANCE**

The Mortgagor shall not do or omit to do any thing that may invalidate or otherwise prejudice any Insurance Policy.

**7. PROCEEDS FROM INSURANCE POLICIES**

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall:

- (a) be paid immediately to the Lender;
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Mortgagor as trustee of the same for the benefit of the Lender; and

- (c) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities.

**8. LEASES AND LICENCES AFFECTING THE PROPERTY**

The Mortgagor shall not, without the prior written consent of the Lender (such consent shall not be unreasonably withheld):

- (a) grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925); or
- (b) save in respect of the Permitted Security, in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property).

**9. NO RESTRICTIVE OBLIGATIONS**

The Mortgagor shall not, without the prior written consent of the Lender (such consent shall not be unreasonably withheld), 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 whatever in or over the whole or any part of the Property unless the principles of good estate management require otherwise.

**10. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Mortgagor shall:

- (a) observe and perform in all material respects all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so reasonably 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.

**11. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Mortgagor shall:

- (a) give full particulars to the Lender of any material notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **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; and
- (b) (if the Lender so requires) promptly, and at the reasonable cost of the Mortgagor, 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 thinks fit.

**12. PAYMENT OF OUTGOINGS**

The Mortgagor 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.

**13. INSPECTION**

Following an Event of Default which is continuing, the Mortgagor shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

**14. VAT OPTION TO TAX**

The Mortgagor shall not, without the prior written consent of the Lender exercise any VAT option to tax in relation to the Property (such consent shall not be unreasonably withheld).

Signed as a deed on behalf of Growpalm Limited

by [ M D PAYNE ]

a director



Director

in the presence of:

Witness Signature



Witness Name

MRS MERYL PAYNE

Witness Address

THE WHITE HOUSE, THE STREET  
ASH, SEVENOAKS, KENT TN11 7HB

Witness Occupation

MANAGER

Signed as a deed on behalf of Mastcraft

Limited by [ ]

a director

Director

in the presence of:

Witness Signature

Signed as a deed on behalf of Growpalm Limited

by [ M D PAYNE ]

a director



Director

in the presence of:

Witness Signature



Witness Name

MRS MERYL PAYNE

Witness Address

THE WHITE HOUSE, THE STREET  
ASH, SEVENOAKS, KENT. TN15 7HB

Witness Occupation

MANAGER

Signed as a deed on behalf of Mastcraft

Limited by [ ]

a director

Director

in the presence of:

Witness Signature

Signed as a deed on behalf of Growpalm Limited

by [ ]

a director

\_\_\_\_\_

Director

in the presence of:

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Witness Name

\_\_\_\_\_

\_\_\_\_\_

Witness Address

\_\_\_\_\_

Witness Occupation

Signed as a deed on behalf of Mastcraft

Limited by [ ]

a director

\_\_\_\_\_

Director

in the presence of:

\_\_\_\_\_

Witness Signature



**IN THE COUNTY COURT AT CENTRAL LONDON CASE NO: 302/2022  
BUSINESS AND PROPERTY WORK**

**DISTRICT JUDGE WILKINSON**

**DATE:** 17<sup>th</sup> May 2022

**IN THE MATTER OF** Mastcraft Limited

and

**IN THE MATTER OF THE COMPANIES ACT 2006**

**UPON** the application by Claim issued on 22<sup>nd</sup> February 2022 of the above-named Company ("the Claimant")

**AND UPON** the court directing a paper determination pursuant to CPR 8 PD 6.3

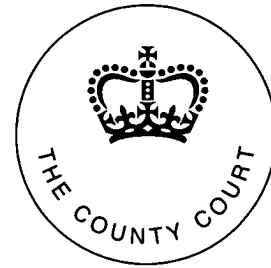
**AND UPON** reading the evidence

**AND UPON** the court being satisfied that the omission to deliver to the Registrar of Companies pursuant to section 859A of the Companies Act 2006 (the "Act") the Legal Charge hereinafter mentioned together with the prescribed particulars thereof was accidental or due to inadvertence or some other sufficient cause and/or that it is just and equitable to grant relief

**IT IS ORDERED THAT:**

1. Pursuant to Section **859F** of the Act that the time for registration in the manner required by Section **859A** of the said Act of a Legal Charge dated 26<sup>th</sup> November 2021 and made between .Growpalm Limited of the one part and Mastcraft Limited of the other part of certain land and property known as Cheshunt Marriott Hotel, Halftide Lane, Turnfold, EN10 6NG as the same is registered with Title Absolute at HM Land Registry with Title Number ND403287 to secure repayment of the sum of £1,000,000.00 (one million pounds) and the interest thereon be extended to 7<sup>th</sup> June 2022.
2. The Claimant do deliver a sealed copy of this Order to the Registrar of Companies.
3. This Order is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal charge and the date of its/their actual registration.

Dated: 17 MAY 2022





**FILE COPY**

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

Company number: 4290382

Charge code: 0429 038 2 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2021 and created by GROWPALM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2022 .

Given at Companies House, Cardiff on 1st June 2022



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**