

MR01

Particulars of a charge



Companies House

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

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



A4D88PZS

A34

06/08/2015

#428

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 4 5 7 0 3 6 8

Company name in full HULBERT ESTATES LIMITED

0 0 0 1

→ **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 1 6 / 0 7 / 2 0 1 5

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

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

Name HAWK INVESTMENT HOLDINGS LIMITED

Name

Name

Name

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

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

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4

Brief description

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

Brief description

47 Holywell Hill, St Albans AL1 1HD
Title number HD295687 ✓

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 ^①

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

☐

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

9

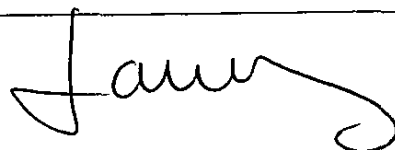
Signature

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a charge



Presenter information

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

Contact name **W HARVEY**

Company name **Photiades**

Address **36-38 London Road**

Post town **St Albans**

County/Region **Herts**

Postcode **A L 1 1 N G**

Country

DX **6106 St albans**

Telephone **01727 833134**



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: 4570368

Charge code. 0457 0368 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2015 and created by HULBERT ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2015.

Given at Companies House, Cardiff on 12th August 2015

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

16 May 2015

HAWK INVESTMENT HOLDINGS LIMITED

and

HULBERT ESTATES LIMITED

LEGAL CHARGE

of

47 Holywell Hill
St Albans Herts AL1 1HD

DARLINGTON HARDCASTLES
SOLICITORS
28 Church Street Rickmansworth Herts

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

photocopies solicitors

Longmire House
36-38 London Road
St Albans
Herts AL1 1NG

03/06/15

THIS LEGAL CHARGE is made the

16th day of July

2015

BETWEEN

1. **HAWK INVESTMENT HOLDINGS LIMITED** (registered in Guernsey — under number 44994) whose registered office is Newport House, 15 The Grange, St Peter Port, Guernsey, GY1 2QL (hereinafter called “the Mortgagee”), and
2. **HULBERT ESTATES LIMITED** (registered in England and Wales under number 04570368) whose registered office is at 11 London Road, St Albans, Herts AL1 1LA (hereinafter called “the Mortgagor”)

WHEREAS

- A By two contracts made between the Mortgagee and the Mortgagor dated the date hereof (together “the Contract” which term shall include either or both of the contracts as the context permits or requires) the Mortgagee agreed to advance certain amounts to the Mortgagor on the terms thereof
- B The Contract provided that as security for the sums payable by the Mortgagor to the Mortgagee thereunder (“the Secured Liability”) the Mortgagor shall provide a Legal Charge over the property referred to in the Schedule hereto
- C The Mortgagor is registered as proprietor of the freehold property as referred to in the Schedule hereto

NOW THIS DEED WITNESSES as follows -

- 1 THE Mortgagor hereby covenants with the Mortgagee that in the event of default of payment of the Secured Liability by the Borrower pursuant to the terms of the Contract it will pay the Secured Liability to the Mortgagee forthwith following 21 days of receipt of first written

demand by the Mortgagee together with all reasonable sums reasonably expended by the Mortgagee under the powers herein contained and all reasonable charges including legal or surveyors' fees occasioned by or incidental to this security following breach of any of the terms of this Charge on a full indemnity basis together with interest on all such sums of money and liabilities (including any whose repayment is demanded as aforesaid) from the due date of payment until the date of payment by the Mortgagor to the Mortgagee calculated at the rate stipulated in the Contract

- 2 **THE** Mortgagor hereby charges by way of first legal mortgage to the Mortgagee the property referred to in the Schedule hereto (hereinafter called "the Mortgaged Property") as security for the payment to the Mortgagee of the Secured Liability together with all other monies due pursuant to clause 1 of this Deed
- 3 **PROVIDED ALWAYS** that if the Mortgagor shall duly pay to the Mortgagee the Secured Liability in full the Mortgagee will at the request and cost of the Mortgagor duly discharge this security and shall upon payment of the Secured Liability in full provide the Mortgagor's solicitor with a duly signed form DS1 or such other form as the Land Registry may from time to time require in order to procure the removal of the Charge from the Land Registry entries to be released to the Mortgagor upon payment of the Secured Liability
- 4 **THE** Mortgagor hereby further covenants with the Mortgagee as follows
- 4.1 To observe and perform all restrictive and other covenants and stipulations (if any) for the time being affecting the Mortgaged Property or any part thereof and not without the written consent of the Mortgagee enter into any onerous or restrictive obligations affecting any part of the Mortgaged Property

- 4 2 To pay and discharge all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether Parliamentary municipal parochial or otherwise) which now are or at any time hereafter may be payable charged or assessed on or in respect of the Mortgaged Property or any part thereof whether by the owner or occupier thereof save for any of the same which have been incurred prior to the date of the Contract
- 4 3 To keep such parts of the Mortgaged Property as from time to time consist of buildings roads passageways pipes wires cables drains and sanitary and water apparatus and all moveable plant fixtures machinery fittings and equipment and every part thereof in good and substantial repair and condition and when necessary rebuild and renew and to permit the Mortgagee and any person authorised by it upon prior written appointment to enter the Mortgaged Property to view the state and condition thereof at all reasonable times in the daytime and forthwith after service by the Mortgagee of notice of any defect or want of repair without delay well and substantially to repair and make good the same
- 4 4 To insure and keep insured the Mortgaged Property for such risks and in such office and for such amount as the Mortgagee shall (acting reasonably) direct and pending or in default of any such direction against loss or damage by usual comprehensive risks for property or properties of a similar nature to the Mortgaged Property together with architects surveyors and all other professional fees and demolition charges with insurers or underwriters of repute to the full reinstatement value thereof for the time being and punctually to pay by means of bankers orders all premiums necessary for effecting and keeping up such insurance and to procure that the interest of the Mortgagee is noted thereon and whenever requested to produce to the Mortgagee the policy or policies of such insurance and the receipt for every such payment

- 4 5 To apply or cause the application of all monies becoming payable under any insurance on the Mortgaged Property (whether or not effected in accordance with the last preceding sub-clause) in making good the loss or damage in respect of which the same become payable_____.
- 4 6 Not without the prior consent in writing of the Mortgagee to change or permit or suffer to be changed the present user of the Mortgaged Property save that the Mortgagee will not object to residential use or use for medical purposes
- 4 7 Not without the prior consent in writing of the Mortgagee to make any application for planning permission in respect of the Mortgaged Property or any part thereof save as permitted by clause 5 6 and for disabled access and signage and in the event of planning permission being obtained to produce the same to the Mortgagee within seven days of receipt thereof by the Mortgagor
- 4 8 To observe perform and comply with and to cause observance performance and compliance with the provisions of all statutes for the time being in force and requirements of any competent authority relating to the Mortgaged Property or anything done thereon by the Mortgagor and in particular (but without prejudice to the generality of the foregoing) the provisions and requirements of the Planning Acts
- 4 9 To give a true copy to the Mortgagee of any notice order direction proposal for a notice or order or other matter relating to or likely to affect the Mortgaged Property or any part thereof made given or issued to the Mortgagor under or by virtue of the Planning Acts within seven days of receipt thereof by the Mortgagor and also without delay to take all reasonable and necessary steps to comply with the same or (if required by the Mortgagee so to do) to join with the Mortgagee at the cost of the Mortgagor in making such representations or appeals as the Mortgagee may deem fit in respect thereof and (without prejudice to the generality of the foregoing) to give to the Mortgagee such

information as it shall reasonably require as to all matters relating to the Mortgaged Property

4 10 Not without the prior consent in writing of the Mortgagee to enter into any negotiations with local or other authority or any other body person or company with regard to or to consent to the acquisition of the Mortgaged Property or any part thereof and if so requested by the Mortgagee to permit the Mortgagee or its servants or agents to conduct negotiations or to give any such consent on the Mortgagor's behalf and any compensation received by the Mortgagor as a result of any such acquisition shall be charged to and paid to the Mortgagee and be applied in reduction of the secured Liability

4 11 Not without the prior consent in writing of the Mortgagee to exercise the powers of leasing agreeing to lease conferred upon the Mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or to vary any lease so permitted and not to enter into or permit or suffer any parting with possession of or sharing arrangement in respect of the Mortgaged Property or any part thereof

4 12 Not to consent to any assignment of a lease or subletting of the whole or any part of the Mortgaged Property without the prior consent in writing of the Mortgagee unless the Mortgagor is precluded by law from refusing such consent provided that the Mortgagee may with the written consent of the Mortgagor such consent not to be unreasonably withheld or delayed let the Property or a part thereof for a period not exceeding 12 months and provided further that there shall not at any time be more than one letting nor more than two occupancies

4 13 Not without the written consent of the Mortgagee to do or permit or suffer to be done in or upon the Mortgaged Property any waste spoil or destruction and not to make or permit or suffer to be made any alteration or addition whatsoever without the prior consent in writing of the Mortgagee and in the event of the Mortgagee giving any such

consent to commence and proceed with the permitted works without delay and to carry out the same in accordance with the provisions and conditions of the consent and to the reasonable satisfaction of the Mortgagee

- 4 14 Not to create any subsequent mortgage charge lien or other encumbrance whatsoever upon the Mortgaged Property or any part thereof and not to convey assign or transfer the whole or any part of the Mortgaged Property in such manner that the Mortgaged Property or the part thereof comprised in any such conveyance assignment or transfer remains subject to this security nor permit any person to become entitled to any proposed right or interest in or the creation of any overriding interest in respect of the Mortgaged Property
- 4 15 To indemnify and keep indemnified the Mortgagee from and against all actions proceedings damages costs claims and demands occasioned by any breach of any of the covenants on the part of the Mortgagor herein contained
- 4 16 Not to do or permit or suffer to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of this security
- 5 THE monies owing on this security should be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 forthwith after the Mortgagor shall have failed to pay to the Mortgagee all or any part of the Secured Liability after the same has become due and payable in accordance with the terms hereof and the terms of the Contract and further in addition to all other protection afforded by statute every purchaser or other third party dealing with the Mortgagee in good faith and for valuable consideration shall be entitled and bound to assume without enquiry that some mortgage money is owing on the security hereof and that demand therefor has

been duly made hereunder and that the mortgage money has accordingly become due

6 ~~THE~~ powers and remedies conferred on ~~mortgagees~~ by the Law of Property Act 1925 shall apply to this security with the variation or extension that the Mortgagee may exercise or put in force all and every of such powers and remedies as hereby varied or extended at any time after the monies owing on this security shall be become due without the restrictions contained in Section 103 Law of Property Act 1925 Furthermore the powers of sale and of appointing a receiver conferred on mortgagees by the said Act shall in relation to this security be modified so that they shall be exercisable without the necessity of giving any notice in that behalf (and even although no part of the monies owing on this security shall have become due) in any of the following cases

6 1 if the Mortgagor fails to pay on the due date any money or to discharge any obligation or liability payable by the Mortgagor from time to time to the Mortgagee or fails to comply with any term condition or covenant of this Deed or any facility from the Mortgagee or to perform any obligation or liability on the Mortgagor's part to the Mortgagee or if any representation warranty or undertaking from time to time made to the Mortgagee by the Mortgagor is or becomes incorrect or misleading in a material respect,

6 2 if (being a company) a Receiver is appointed or any Order is made or an effective resolution is passed for the winding up of the Mortgagor (or comparable or analogous action taken pursuant to the laws of the jurisdiction in which the Mortgagor was incorporated) or a winding up petition is presented against the Mortgagor,

6 3 if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or otherwise enforces its security or a receiver or administrator is appointed of the whole or any part of the

property assets or revenues of the Mortgagor or if any mortgage charge pledge lien hypothecation assignment by way of security or other encumbrance of any kind now or hereafter created by the Mortgagor becomes enforceable,

6 4 if any judgement or order made against the Mortgagor is not complied with within seven days or if an execution sequestration or other process is levied or enforced upon or sued upon against any part of the property assets or revenues of the Mortgagor,

6 5 if the Mortgagor stops payment or agrees to declare a moratorium with respect to all or any class of the Mortgagor's debts or becomes or is deemed to be insolvent or unable to pay the Mortgagor's debts as they fall due or if a notice is issued convening a meeting of creditors or the Mortgagor proposes or enters into any composition or arrangement with the Mortgagor's creditors generally or any class of the Mortgagor's creditor or if an application is made for an Interim Order or a proposal for a voluntary arrangement or a Petition for bankruptcy is issued in respect of the Mortgagor or the Mortgagor convenes a meeting of, or enters into any arrangement, compromise, moratorium or composition with any of the Mortgagors creditors or if a receiver is appointed in respect of all or any of the Mortgagors assets

6 6 If this Deed or any guarantee indemnity or other security for any money obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable

7

7 1 On or after taking possession of the Mortgaged Property the Mortgagee may as agent for the Mortgagor and at the Mortgagor's expense remove store sell or otherwise deal with any furniture goods chattels papers or equipment which the Mortgagor shall fail or refuse to remove from the Mortgaged Property within seven days of being

requested so to do by notice from the Mortgagee and the Mortgagee shall not be liable for any loss or damage thus occasioned to the Mortgagor

7 2 The provisions of the preceding sub-clause shall not operate to confer on the Mortgagee any right in equity to any furniture goods chattels paper or equipment of the Mortgagor or any charge or security thereon or otherwise so as to constitute this Charge a bill of sale

8

8 1 If the Mortgagor shall fail to pay to the Mortgagee all or any part of the Secured Liability after the same shall have become due and payable or the Mortgagee has demanded payment of any other money or liability hereby secured or if requested by the Mortgagor, the Mortgagee may be deed or under hand appoint any person or persons to be a receiver of the Mortgaged Property or any part thereof (where more than one Receiver is appointed each receiver shall have power to exercise any power independently of any other joint receiver unless the Mortgagee in the appointment specifies otherwise) A receiver so appointed shall have all the powers contained in the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and in particular but without limitation any such receiver shall have the following additional powers namely power to -

8 1 1 borrow or raise or secure the payment of money (whether or not in priority to the monies hereby secured) in such manner as he shall in his absolute discretion think fit subject to first obtaining the written approval of the first mortgagee of the Mortgaged Property,

8 1 2 obtain all planning permissions building regulation approvals and other permissions consents or licences for the development of the Mortgaged Property or any part thereof as he shall in his absolute discretion think fit and which are necessary or appropriate in order for the Mortgagee to secure the repayment of any outstanding Secured Liabilities on sale,

- 8 1 3 carry out repairs alterations or additions to the Mortgaged Property or any part thereof as he shall in his absolute discretion think fit and which are necessary or appropriate in order for the Mortgagee to secure the repayment of any outstanding Secured Liabilities on sale,
- 8 1 4 manage any business carried on at the Mortgaged Property in such manner as he shall in his absolute discretion think fit,
- 8 1 5 sell convert into money and realise the Mortgaged Property or any part thereof without the restrictions contained in the Law of Property Act 1925,
- 8 1 6 negotiate for compensation with any Authority or other party which may intend to acquire or be in process of acquiring the Mortgaged Property or any part thereof and make objections to any order for the acquisition of the Mortgaged Property or any part thereof and represent the Mortgagor at any inquiry held to consider such objections or otherwise relevant to such acquisition,
- 8 1 7 grant any lease or tenancy of the Mortgaged Property or any part thereof for any term and at any or no rent and with or without any fine or premium and generally on such terms as he shall in his absolute discretion think fit and accept the surrender of any lease or tenancy and give an effectual receipt for any fine or premium payable on any such grant or surrender as aforesaid without the restrictions contained in the Law of Property Act 1925 subject to first obtaining the written approval of the first mortgagee of the Mortgaged Property,
- 8 1 8 compromise any claim of or against the Mortgaged Property,
- 8 1 9 effect indemnity insurance and other like insurance and obtain bonds,

- 8 1 10 employ for the purposes aforesaid solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper materials as he shall in his absolute discretion think fit
- 8 2 Any such receiver as aforesaid shall so far as the law allows be deemed to be the agent of the Mortgagor for all purposes and the Mortgagor will be solely responsible for his acts defaults and remuneration and the Mortgagee shall not be under any liability for his remuneration or otherwise
- 8 3 The Mortgagor hereby irrevocably appoints the Mortgagee and its substitute and separately any such receiver as aforesaid severally to be the attorney of the Mortgagor for the Mortgagor and in the name and on behalf and as the act and deed of the Mortgagor to execute as a deed and otherwise perfect and to do all such assurances instruments deeds acts matters and things as the Mortgagee or such receiver shall in then or his absolute discretion think fit for the full exercise of all or any of the powers conferred by this clause which may be deemed expedient by the Mortgagee or such receiver or in connection with any sale lease or other disposition realisation or getting in by the Mortgagee or any such receiver The Mortgagor covenants with the Mortgagee and separately with any such receiver to ratify and confirm any deed assurance agreement document act and thing and all transactions entered into by such attorney or by the Mortgagor at the instance of such attorney in the exercise or purported exercise of the powers conferred by this Deed aforesaid
- 8 4 The Mortgagee may (subject to the provisions of Section 45 Insolvency Act 1986) remove a receiver so appointed and appoint another or others in the receiver's place as to the whole or part of the Mortgaged Property

- 9 THE Mortgagee may exercise the powers of leasing conferred on a mortgagee of land while in possession by Section 99 of the Law of Property Act 1925 without going into possession of the Mortgaged Property and in exercising such powers (whether with or without going into possession) may grant any lease or tenancy of the Mortgaged Property or any part thereof for any term and at any or no rents and with or without any fine or premium and generally on such terms as it shall in its absolute discretion think fit and give an effectual receipt for any fine or premium payable on any such grant as aforesaid without the need to observe any of the provisions of Sections 99 and 100 Law of Property Act 1925
- 10 IF the Mortgagor fails to observe and perform any of the covenants on the Mortgagor's part herein contained (and such failure continues for more than seven days after the Mortgagee has served written notice on the Mortgagor requiring the same to be remedied) the Mortgagee may remedy that failure and all monies thereby expended by the Mortgagee as well as all monies expended by the Mortgagee or any such receiver as aforesaid in the exercise of any of the rights liberties and powers conferred by Clauses 8 and 9 hereof shall be deemed to be expenditure properly incurred by the Mortgagee for the protection of the security hereby created
- 11 ALL expenditure properly incurred by the Mortgagee for the protection of the security hereby created and all other monies properly paid by the Mortgagee in respect of such expenditure or otherwise together with interest thereon shall be charged on the Mortgaged Property provided that the charge hereinbefore conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Mortgagee may or but for the said charge would have for the Secured Liability or any part thereof
- 12 THE Mortgagee shall not be liable for any involuntary losses that may occur as a result of the exercise of any of the rights liberties and

powers herein contained and without limitation nothing done by or on behalf of the Mortgagee will render the Mortgagee liable to account as a mortgagee in possession for any sums other than actual receipts

13 **SECTION 93** of the Law of Property Act 1925 shall not apply to this Charge nor shall any security held by the Mortgagee for any of the liabilities of the Mortgagor be released until all such liabilities have been discharged

14 **ALL** money received by the Mortgagee or by such receiver in the exercise of any powers conferred by this Charge shall be applied after the discharge of the remuneration and expenses of such receiver and all liabilities having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Mortgagee in its absolute discretion may from time to time conclusively determine

15 **ANY** notice required by law to be given by the Mortgagee to the Mortgagor shall be sufficiently given if sent by first class post to the Mortgaged Property or the Mortgagor or served personally on the Mortgagor

16

16 1 In the construction of this Deed unless the context otherwise requires -

16 1 1 the singular includes the plural and vice versa

16 1 2 the masculine includes the feminine and neuter

16 1 3 where there is more than one person included in the expression "the Mortgagor" covenants agreements or obligations of the Mortgagor are joint and several covenants agreements or obligations and references to the Mortgagor are (in the case of two persons)

references to both or either of them and (in the case of three or more persons) references to all or any one or more of them

16.1.4 the expression "person" includes a body of persons whether corporate or unincorporated

16.1.5 the expression "the Mortgagor" includes the persons deriving title under the Mortgagor

16.1.6 the expression "the Planning Acts" means "the Town and Country Planning Acts 1971 and 1972 and any Act for the time being in force amending replacing or modifying such Acts and all orders and regulations thereunder for the time being in force"

17 The parties hereto hereby request the Chief Land Registrar to enter in the Registers of the Title or Titles to such land a restriction to the effect that except under an order of the Registrar no subsequent mortgage charge lien or other encumbrance whatsoever upon the Mortgaged Property or any part thereof is to be registered without the prior consent in writing of the Mortgagee

SIGNED by the Mortgagor as a Deed the day and year first before written

THE SCHEDULE before referred to

ALL THAT freehold land and premises registered at H M Land Registry with title absolute under title number HD295687

SIGNED as a deed for and on behalf of HULBERT ESTATES LIMITED

by - ROSE ELIZABETH HULBERT

Director

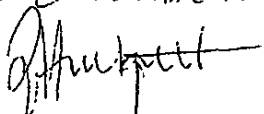
in the presence of

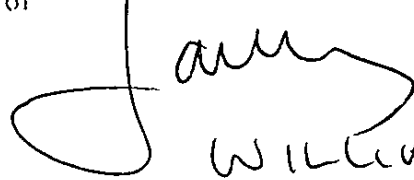
Witness

Name

Address

Occupation





WILLIAM HARKOV
36-38 London Rd
St Albans AL1 1UG

Solicitor