04603/17

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

MR01

Particulars of a charge

% IRIS Laserform

	A fee is payable with this form. Please see 'How to pay' on the last page You can use the WebFiling service to Please go to www.comparation of the last page	file this form online.	
•	What this form is for You may use this form to register a charge created or evidenced by an instrument What this form is NO You may not use this form a charge wher register a charge where instrument Use form No	,e k *A353MGO1*	
	This form must be delivered to the Registrar for registration with A03 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.	04/04/2014 #189	
	You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record		
1	Company details	For official use	
Company number	0 4 9 9 2 0 6 6	Filling in this form Please complete in typescript or in	
Company name in full	Andrew Bros Ltd	bold black capitals	
		All fields are mandatory unless specified or indicated by *	
2	Charge creation date	11 11 11	
Charge creation date	^d 1 ^d 4 ^m 0 ^m 3 ^y 2 ^y 0 ^y 1 ^y 4		
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	Catherine Mary Brewer		
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	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	Land at Bellever Carrahack Redruth Cornwall TR16 5SA registered at H M Land Registry under Title Number CL117889	
5	Fixed charge or fixed security	i
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes [x] No	
6	Floating charge	`
	is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue [x] No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box [x] Yes	
	□ No	
		CHFP025

04/13 Version 1 0

MR01 Particulars of a charge Trustee statement 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 Signature Please sign the form here Signature Signature This form must be signed by a person with an interest in the charge Trustee statement This statement may be filed after the registration of the charge (use form MR06) This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

Presenter information	Important information	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record	
here but, if none are given, we will send the certificate to the company's Registered Office address	£ How to pay	
Contact name Cilla James	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'	
Company name Nalders LLP		
Address Farley House		
Falmouth Road	₩ Where to send	
Post town Truro	You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
County/Region Cornwall Postcode T R 1 2 H X	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ	
	DX 33050 Cardiff	
DX 81204 Truro	For companies registered in Scotland:	
Telephone 01872 241414	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,	
✓ Certificate	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	
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	DX 481 N R Belfast 1	
with information missing.	•	
Please make sure you have remembered the	Further information	
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	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	
You have entered the date on which the charge was created	alternative format. Please visit the	
You have shown the names of persons entitled to	forms page on the website at	
the charge You have ticked any appropriate boxes in Sections	www.companieshouse.gov.uk	
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		



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4992066

Charge code: 0499 2066 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2014 and created by ANDREW BROS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2014.

Given at Companies House, Cardiff on 9th April 2014





DATED

145 march 2014

LEGAL MORTGAGE OF PROPERTY FROM AN INDIVIDUAL SECURING SPECIFIC MONIES (OWN LIABILITY)

between

ANDREW BROS LIMITED

and

CATHERINE MARY BREWER

Certified to be a true copy of the Original This 26th day of

March 2014

NALDERS Q

Solicitors TRURO

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i.

THIS DEED is dated

14m march 2014.

PARTIES

- (1) ANDREW BROS LIMITED Company No 0499206 whose registered office is at Uplands Gweal-an-Top Redruth Cornwall TR15 2DS (BORROWER)
- (2) CATHERINE MARY BREWER of Tremethick Penscott Lane Tregorrick St Austell PL26 7AH (LENDER)

BACKGROUND

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis
- (B) The Borrower is the owner of the Property
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan
- (D) The Loan will be repaid on the Repayment Date
- (E) The parties wish to take advantage of one of the exceptions to the Consumer Credit Act 1974

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

11 Definitions

The definitions and rules of interpretation in this clause apply in this mortgage

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

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

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

Loan: The sum of £25,000 00

LPA 1925: the Law of Property Act 1925

Property: the freehold property owned by the Borrower described in Schedule 1

Repayment Date: 14 march 2016

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, and this mortgage

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

VAT: value added tax

12 Interpretation

In this legal mortgage

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

13 Nature of security over real property

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

(a) all buildings and fixtures and fittings 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 Borrower 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

14 Third party rights

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

15 Schedules

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

2. LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage

3 PURPOSE OF LOAN

The Borrower shall use the Loan to purchase the Property in connection with the Borrower's business

4 COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default

5 GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of second legal mortgage

6 PERFECTION OF SECURITY

The Borrower 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 Catherine Mary Brewer referred to in the charges register or her conveyancer"

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period

8. COVENANTS

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

9. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4

10. ENFORCEMENT OF SECURITY

10 1 When security becomes enforceable

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

10 2 When statutory powers arise

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

11. COSTS AND INDEMNITY

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to

This mortgage or the Property

Suing for, or recovering, any of the Secured Liabilities

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage

12. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage

13. ASSIGNMENT AND TRANSFER

13 1 Assignment by the Lender

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

13 2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

14. CONTINUING SECURITY

14 1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing

14 2 Rights cumulative

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

143 Waivers

Any waiver or variation of any right by the Lender (whether arising under this mortgage 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

14 4 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 mortgage or constitute a suspension or variation of any such right or power

145 Delay

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

146 Counterparts

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

15 NOTICES

151 Service

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

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax, and
- (b) sent
 - (1) to the Borrower at

 Uplands, Gweal-an-Top Redruth Cornwall TR15 2DS

 Attention Frank Andrew
 - (11) to the Lender at

Nalders LLP, Farley House, Falmouth Road, Truro, Cornwall, TR1 2HX

Fax 01872 242424

Attention Cilla James

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

15 2 Receipt by Borrower

Any notice or other communication that the Lender gives 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 15.2(a) or clause 15.2(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

153 Receipt by Lender

Any notice or other communication that the Borrower gives 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 15 2(a) or clause 15 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

16. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

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

Land at Bellever Carnmarth Cove Carnmarth Carrahack Redruth Cornwall TR16 5SA

Schedule 2 Representations and warranties

1. OWNERSHIP OF PROPERTY

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

2. NO ENCUMBRANCES

The Property is free from Encumbrances other than

- (a) a legal charge dated the day of 2013 and made between the Borrower (1) and Lloyds Bank (2) ("the Prior Charge"), and
- (b) the Encumbrance created by this mortgage

Schedule 3 Covenants

Part 1. General covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

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

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

2. PRESERVATION OF PROPERTY

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

3. ENFORCEMENT OF RIGHTS

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

4. COMPLIANCE WITH LAWS

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

5. NOTICE OF BREACHES

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

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

Part 2. Property covenants

1.

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

2. INSURANCE

- The Borrower shall insure and keep insured the Property against public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time
- The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2 1 of this Part 3, Schedule 3

3. Insurance premiums

The Borrower

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

4. NO INVALIDATION OF INSURANCE

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

5. Insurance Policies' proceeds

All monies payable under any of the insurance policies relating to the Property at any time after the discharge of the prior charge to Lloyds Bank plc (whether or not the security constituted by this mortgage has become enforceable) shall

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

6. Leases and licences affecting the Property

The Borrower shall not, without the prior written consent of the Lender which consent is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925, or
- (b) In any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property, or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property, or
- (d) grant any consent or licence under any lease or licence affecting the Property

7. NO RESTRICTIVE OBLIGATIONS

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

8. PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, other than the proprietor of the Prior Charge, without the prior written consent of the Lender, whose consent shall not be unreasonably withheld or delayed

9. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall

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

10. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall

- Give full particulars to the Lender of any notice, application or requirement 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
- If the Lender so requires, as soon as practical, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire

11. PAYMENT OF OUTGOINGS

The Borrower 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

12. INSPECTION

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice at all reasonable times

13. BUILDING WORKS

The Borrower shall carry out any building works on the Property strictly in accordance with the relevant planning and building regulation consents and any other statutory consents in accordance with all statutory requirements and in a good and workmanlike manner

Schedule 4 Powers of the Lender

1. POWER TO REMEDY

- The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- In remedying any breach in accordance with paragraph 1 1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works

2. EXERCISE OF RIGHTS

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

Schedule 5 Events of Default

1. NON-PAYMENT

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

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

2. Non-compliance

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 10 Business Days of the earlier of

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

3. MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made

4. INSOLVENCY

- The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due
- 4 2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower

Schedule 6 Repayment

1. REPAYMENT

The Borrower shall repay the Loan on the Repayment Date

Executed as a deed by ANDREW BROS LIMITED acting by a Director in the presence of

Director

SIGNATURE OF WITNESS

NAME MARK Palmer

ADDRESS 9 Poldony VIEW, Redrum, TR16 5ap Carterrack

OCCUPATION Builder

Signed as a deed by CATHERINE MARY BREWER in the presence of

SIGNATURE OF WITNESS

NAME **ADDRESS**

OCCUPATION