

MR01

Particulars of a charge



Companies House

204851/23 204851/23



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\*A5XYZ362\*

A07 12/01/2017 #122

COMPANIES HOUSE

\*A5XH0ZCW\*

A15 05/01/2017 #425

COMPANIES HOUSE

☒ 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 the charge is  
instrument Use form MR01

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 will be  
scanned and placed on the public record. Do not send the original

1 Company details

Company number ☒ 0 5 3 5 1 7 8 7

Company name in full ☒ Abercrombie & Court Developments Ltd

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 ☒ d2 d2 m1 m2 y2 y0 y1 y6

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 ☒ Market harborough Building Society

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

<b>4</b>	<b>Brief description</b>	
	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	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"
Brief description	✓ The freehold property known as Hollywood Hookley Lane Elstead Surrey GU8 6JE	Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	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  ✓ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  ✓ <input checked="" type="checkbox"/> Yes Continue <del>Yes</del> <input checked="" type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	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  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	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  <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here  Signature  X Chargor's Solicitor  This form must be signed by a person with an interest in the charge	X

# 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

Company name

Gardner Thorpe

Address

Post town

County/Region

Postcode

Country

DX

49251 Petworth

Telephone

01798 342581



### 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)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5351787

Charge code: 0535 1787 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2016 and created by ABERCROMBIE & COURT DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2017

17x

Given at Companies House, Cardiff on 17th January 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 22<sup>nd</sup> December 2016

- (1) **ABERCROMBIE & COURT  
DEVELOPMENTS LIMITED**
- (2) **MARKET HARBOROUGH BUILDING  
SOCIETY**

---

**LEGAL MORTGAGE OVER PROPERTY FROM A COMPANY OR LIMITED LIABILITY  
PARTNERSHIP SECURING OWN LIABILITIES**

---

To be registered at Companies House against the Chargor within 21 days of dating

We hereby certify this to be a true copy  
of the original  
Certified this 4<sup>th</sup> day of January 2017  
by Messrs Gardner Thorpe, Solicitors  
Golden Square, Putworth, West Sussex

.....  
Gardner Thorpe

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THIS DEED is dated

22<sup>nd</sup> December

2016

**PARTIES:**

- (1) **ABERCROMBIE & COURT DEVELOPMENTS LIMITED** Incorporated and registered in England and Wales with number **05351787** whose registered office is at **HENWOOD HOUSE, HENWOOD, ASHFORD, KENT, TN24 8DH** (Chargor), and
- (2) **MARKET HARBOROUGH BUILDING SOCIETY** whose address is at Welland House, The Square, Market Harborough, Leicestershire LE16 7PD (Lender) and any person to whom all or any of the Lender's rights under this deed are transferred or assigned.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

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

<b>Administrator</b>	an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 12.1.2,
<b>Assigned Agreements</b>	the agreements (details of which are set out in Schedule 1), which are assigned by the Chargor pursuant to clause 4.2.3;
<b>Business Day</b>	a day (other than a Saturday or Sunday) on which commercial banks are open for general non-automated business in London and deposits are dealt with in the London Interbank Market,
<b>Charged Property</b>	all the assets, property and undertaking for the time being subject to any Security Interest created by this deed (and references to the Charged Property shall include references to any part of it),
<b>Chattels</b>	means all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property,
<b>Costs</b>	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;
<b>Delegate</b>	any person appointed by the Lender or any Receiver pursuant to clause 14 and any person appointed as attorney of the Lender, Receiver or Delegate;
<b>Environment</b>	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems

Form of Charge filed at HM Land Registry under reference MD120F

Banking - 234559 - 3

supported by those media;

<b>Environmental Law</b>	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment;
<b>Environmental Licence</b>	any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property,
<b>Event of Default</b>	has the meaning given to that expression in any Facility Agreement between the Chargor and the Lender,
<b>Facility Agreement</b>	any facility agreement between the Chargor and the Lender for the provision of a loan or other facilities secured by this deed,
<b>Insurance Policy</b>	each contract or policy of insurance effected or maintained from time to time in respect of the Property and the Charged Property located at the Property;
<b>Intellectual Property Rights</b>	<p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Chargor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Chargor or granted by the Chargor, and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Chargor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models,</p>



prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated;

<b>LPA 1925</b>	the Law of Property Act 1925;
<b>Mortgaged Chattels</b>	means all present and future Chattels belonging to the Chargor or in which the Chargor has any interest;
<b>Mortgaged Licences</b>	means all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Chargor at the Property;
<b>Property</b>	the freehold or leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 2;
<b>Receiver</b>	a receiver, receiver and/or manager of any or all of the Charged Property;
<b>Rent</b>	all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent, rent charge and rent deposits in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise;
<b>Rent Account</b>	the Chargor's account, the details of which will be provided to the Lender prior to the date of this deed as that account may be renumbered or redesignated from time to time;
<b>Secured Liabilities</b>	all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent (including further advances made hereafter by the Lender) which now are or at any time hereafter may be due, owing or incurred by the Chargor to the Lender and whether owed jointly or severally, as principal or surety or in any other capacity (including, without limitation, those arising under clause 21.3.2) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities, any commission, banking charges, legal and administrative and other costs, charges and expenses incurred by the Lender in relation to this deed or the Charged Property or in enforcing the security hereby created on a full and unqualified indemnity basis;
<b>Security Interest</b>	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;

**Security Period**

the period starting on the date of this deed and ending on the date on which the Lender is satisfied that 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

**1.2 Interpretation**

In this deed:

- 1.2.1 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;
- 1.2.2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.4 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;
- 1.2.5 a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived;
- 1.2.6 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, varied or supplemented in accordance with its terms or with the agreement of the relevant parties;
- 1.2.7 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. References to a person also include that person's successors and assigns;
- 1.2.8 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.9 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.10 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.11 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;
- 1.2.12 any right, entitlement or power which may be exercised or any determination which may be made by the Lender under or in connection with this deed may be exercised or made in the absolute and unfettered discretion of the Lender, which shall not be under any obligation to give reasons therefore;

- 1.2.13 the rights, powers and discretions conferred upon the Lender by or pursuant to this deed shall (unless otherwise expressly stated) apply and be exercisable regardless of whether a demand has been made by the Lender for the payment of the Secured Liabilities or any of them and regardless of whether the power of sale or other powers and remedies conferred on mortgagees by the Law of Property Act 1925 or this deed shall have arisen or become exercisable;
- 1.2.14 a reference to the **Chargor** or the **Lender** shall include its successors, permitted transferees and permitted assigns,
- 1.2.15 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- 1.2.16 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.17 each and every undertaking and liability of the Chargors (if more than one) shall be joint and several on their part and this deed shall be construed accordingly;
- 1.2.18 any demand made under this deed on any of the Chargors (if more than one) shall be deemed to have been duly made on all the other Chargors;
- 1.2.19 any reference to the "Chargor" shall where the context permits include all or any one or more of such bodies,
- 1.2.20 except where expressly otherwise stated or where the context requires otherwise, each of the provisions of this deed shall apply both before and after any demand for payment under this deed.

### 1.3 **Clawback**

If the Lender considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor 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

- 1.4.1 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,
- 1.4.2 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;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property; and
- 1.4.5 all beneficial interests of the Chargor in the Charged 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 any Facility Agreement and of any side letters between any parties in relation to any Facility Agreement are incorporated into this deed.

**1.6 Third Party Rights**

A third party (being any person other than the Chargor; 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**

The Chargor shall, pay to the Lender the Secured Liabilities in accordance with the terms of the relevant Facility Agreement or otherwise on demand

**3 INTEREST**

The Chargor shall pay interest on the Secured Liabilities to the date of payment at the rate set out in any Facility Agreement or at such rate as may from time to time be agreed between the Lender and the Chargor on the money so due (whether before or after any judgment which may be obtained therefor) upon such days in each year as the Lender and the Chargor shall from time to time agree or, in the absence of such agreement, as the Lender shall from time to time fix and (without prejudice to the right of the Lender to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) (so that interest will be charged on interest which has become due) upon such days in each year as the Lender shall from time to time fix.

**4. GRANT OF SECURITY**

**4.1 Charges**

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

4.1.1 by way of first legal mortgage, the Property; and

4.1.2 by way of separate first fixed charges each of the following:

4.1.2.1 all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy;

4.1.2.2 the Rent and the benefit of any guarantee or security in respect of the Rent;

4.1.2.3 the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement to the extent not effectively assigned under clause 4.2;

4.1.2.4 the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Chargor 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);

- 4.1.2 5 all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them,
- 4.1.2.6 all monies from time to time standing to the credit of the Rent Account; and
- 4.1.2 7 all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Chargor and arising in connection with the Property or any business at any time carried on thereat (insofar as not charged by clauses 4.1.2.1 - 4.1.2.6) including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations (and in each case the proceeds thereof); and

4.1.3 by way of floating charge all the Mortgaged Chattels

#### 4.2 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities.

4.2.1 all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy,

4.2.2 the Rent and the benefit of any guarantee or security in respect of the Rent, and

4.2.3 the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement,

and in each case the right to recover such amounts provided that nothing in this clause 4.2 shall constitute the Lender as mortgagee in possession.

4.3 The Chargor with full title guarantee assigns to the Lender the goodwill of the business (if any) now or at any time hereafter carried on by the Chargor at the Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Chargor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Liabilities.

#### 4.4

4.4.1 The Chargor with full title guarantee assigns to the Lender the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Property, subject to re-assignment upon payment of all the Secured Liabilities.

4.4.2 The Chargor shall at any time if and when required by the Lender execute to the Lender or as the Lender shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Property hereafter granted to secure the Secured Liabilities, such assignments to be prepared by or on behalf of the Lender at the cost of the Chargor and to contain all such clauses for the benefit of the Lender as the Lender may require

4.5 Where the Chargor (by virtue of an estate or interest in the Property) is or becomes entitled to a share or shares in any company connected with the Property.

- 4.5.1 the Chargor with full title guarantee charges by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called the "Share(s)") as a continuing security for the payment to the Lender of the Secured Liabilities; and
- 4.5.2 the Chargor shall (if the Lender so requires) transfer the Share(s) to the Lender or as the Lender shall direct and shall deposit the certificate(s) relating to the Share(s) with the Lender
- 4.6 The Chargor with full title guarantee assigns to the Lender the Intellectual Property Rights that arise in connection with the business (if any) now or at any time hereafter carried on by the Chargor at the Property, subject to re-assignment on payment of all the Secured Liabilities
- 4.7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

## 5 **PERFECTION OF SECURITY**

### 5.1 **Registration of Legal Mortgage at the Land Registry**

The Chargor applies to the Land Registrar for the following restriction 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 Market Harborough Building Society referred to in the charges register "

### 5.2 **First Registration**

If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Lender.

### 5.3 **Cautions Against First Registration and Notices**

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the Property, the Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Chargor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

### 5.4 **Rent and Other Debts**

Clause 1 of Schedule 3 Part 1 shall not prevent the Chargor without such consent as is referred to in that clause collecting in the ordinary course of business.

- 5.4.1 the rents, fees, service charges, sums, deposits or other amounts referred to in Clause 4 or the proceeds thereof and paying the same into the Rent Account; or
- 5.4.2 the proceeds of the book and other debts, monetary claims and choses in action, rentals or other payments referred to in Clause 4 and paying the same into the Chargor's account(s) with its bank.

**6 LIABILITY OF THE CHARGOR**

**6.1 Liability Not Discharged**

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

6.1.1 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;

6.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner of concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

6.1.3 any other act or omission, which but for this clause 6.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

**6.2 Immediate Recourse**

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

**7 REPRESENTATIONS AND WARRANTIES**

**7.1 Times for Making Representations and Warranties**

The Chargor makes the representations and warranties set out in this clause 7 to the Lender on the date of this deed and the representations and warranties contained in this clause 7 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

**7.2 Ownership of Charged Property**

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

**7.3 No Security Interests**

The Charged Property is free from any Security Interest other than the Security Interests created by this deed.

**7.4 No Adverse Claims**

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

**7.5 No Adverse Covenants**

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

**7.6 No Breach of Laws**

There is no breach of any law or regulation, which materially and adversely affects the Charged Property

**7.7 No Interference in Enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

**7.8 No Overriding Interests**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

**7.9 No Prohibitions or Breaches**

There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in clause 4.2 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

**7.10 Environmental Compliance**

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

**7.11 Avoidance of Security**

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

**7.12 Enforceable Security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

**8. COVENANTS**

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

**9. POWERS OF THE LENDER**

**9.1 Power to Remedy**

**9.1.1** The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

**9.1.2** The Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

**9.1.3** Any monies expended by the Lender in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Lender on a full indemnity basis and shall carry interest in accordance with clauses 16 and 3.

**9.1.4** In remedying any breach in accordance with this clause 9.1, 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 or desirable including, without limitation, carrying out any repairs, other works or development.

**9.2 Exercise of Rights**



9.2.1 The rights of the Lender under clause 9.1 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

9.2.2 Unless and until the Lender shall have made demand for payment of any of the Secured Liabilities or any of the other events referred to in clause 10.1 have occurred, the Lender shall not be entitled (except for the purposes mentioned in paragraph 8 of Part 1 of Schedule 3 or paragraph 1 of Part 3 of Schedule 3) to enter upon the Property or to obtain possession thereof.

### **9.3 Power to Dispose of Chattels**

9.3.1 At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Property

Without prejudice to any obligation to account for the proceeds of any disposal made under clause 9.3.1, the Chargor shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 9.3.1.

### **9.4 Lender Has Receiver's Powers**

9.4.1 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. The Lender shall have the power to sell the Charged Property or any part of it without any restriction imposed by the LPA 1925.

9.4.2 The Lender shall not be under any duty to obtain the best or any particular price. Neither the Lender nor any Receiver shall be liable for any loss, damage, cost, expense or liability which the Chargor or any other person may suffer or incur as a result of the Lender or any Receiver exercising its or his powers under this deed provided that the Lender or such Receiver exercises its or his powers in good faith.

### **9.5 New Accounts**

9.5.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security Interest or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

9.5.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 9.5.1, then, unless the Lender gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor 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.

### **9.6 Lender's Set-off Rights**

9.6.1 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after

9.6.2 the security constituted by this deed has become enforceable; or

9.6.3 the Lender has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Chargor of the transfer once made)

9.7 **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 Chargor) 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 Chargor for the Secured Liabilities

10. **WHEN SECURITY BECOMES ENFORCEABLE**

10.1 The security constituted by this deed shall be immediately enforceable if an Event of Default occurs or on the date on which demand for payment of the Secured Liabilities is made by the Lender

10.2 **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

11. **ENFORCEMENT OF SECURITY**

11.1 **Enforcement Powers**

11.1.1 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 10.1

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

11.2 **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 Chargor, to,

11.2.1 grant any lease or agreement for lease,

11.2.2 accept surrenders of leases; or

11.2.3 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 Chargor 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.

### **11.3 Access on Enforcement**

11.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Chargor defaults in the performance of its obligations under this deed or any Facility Agreement, the Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Property and for that purpose to enter on any premises where any Charged Property is situated (or where the Lender or a Receiver reasonably believes any Charged Property to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.

11.3.2 At all times, the Chargor must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 11.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same

### **11.4 Prior Security Interests**

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

11.4.1 redeem such or any other prior Security Interest;

11.4.2 procure the transfer of that Security Interest to itself, and/or

11.4.3 settle any account of the holder of any prior Security Interest.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. 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 Chargor to the Lender on current account and shall bear interest at the default rate of interest specified in any Facility Agreement and be secured as part of the Secured Liabilities

### **11.5 Protection of Third Parties**

11.5.1 No purchaser, mortgagee or other person (each a "Third Party") dealing with the Lender, any Receiver or Delegate shall be concerned to enquire.

11.5.1.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

11.5.1.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

11.5.1.3 how any money paid to the Lender, any Receiver or Delegate is to be applied.

11.5.2 All the protections to purchasers contained in sections 104 and 107 of the LPA 1925 and to persons contained in section 42(3) of the Insolvency Act 1986 apply to each Third Party

11.5.3 The Lender, any receiver appointed by it and their respective employees and agents may give receipts to any Third Party. The Chargor agrees that each receipt shall be an absolute and conclusive discharge to such Third Party and shall relieve such Third Party of any obligations to see to the application of any assets paid or transferred to or by the direction of the Lender, such receiver, employee or agent.

11.6 **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

11.7 **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

11.8 **Relinquishing Possession**

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

11.9 **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.

12 **RECEIVERS AND ADMINISTRATORS**

12.1 **Appointment**

12.1.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, 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, of all or any part of the Charged Property.

12.1.2 The Lender may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

12.1.3 Any appointment under this clause 12.1.2 shall.

12.1.3.1 be in writing signed by a duly authorised signatory of the Lender, and

12.1.3.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

12.1.4 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 12.1 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified

12.2 **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.

**12.3 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.

**12.4 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

**12.5 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.

**12.6 Agent of the Chargor**

Any Receiver appointed by the Lender under this deed shall be the agent of the Chargor and the Chargor 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 Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender

**13 POWERS OF RECEIVER**

**13.1 Powers Additional to Statutory Powers**

**13.1.1** 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 13.2 to clause 13.20

**13.1.2** 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.

**13.1.3** Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Chargor, the directors of the Chargor or himself.

**13.2 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

**13.3 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

**13.4      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 Chargor.

**13.5      Make and Revoke VAT Options to Tax**

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

**13.6      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.

**13.7      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.

**13.8      Manage or Reconstruct the Chargor'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 Chargor carried out at the Property.

**13.9      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.

**13.10     Sever Fixtures and Fittings**

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

**13.11     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.

**13.12     Make Settlements**

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

**13.13     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.

**13.14 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 16.2, 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 Chargor under this deed

**13.15 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.

**13.16 Borrow**

A Receiver may, for any of the purposes authorised by this clause 13, 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).

**13.17 Redeem Prior Security Interests**

A Receiver may redeem any prior Security Interest and settle the accounts to which the Security Interest relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

**13.18 Delegation**

A Receiver may delegate his powers in accordance with this deed

**13.19 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.

**13.20 Incidental Powers**

A Receiver may do all such other acts and things:

13.20.1 as he may consider desirable or necessary for realising any of the Charged Property;

13.20.2 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

13.20.3 which he lawfully may or can do as agent for the Chargor.

**14 DELEGATION**

**14.1 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 18.1).

**14.2 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.

**14.3 Liability**

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

**14.3.2 Restriction on Liability of the Lender**

Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither the Lender nor any receiver appointed by it nor their respective employees and agents shall:

- 14.3.2.1** be liable to account as a mortgagee in possession for any sums other than actual receipts;
- 14.3.2.2** be liable for any loss upon realisation of, or for any action, neglect or default of any nature whatsoever in connection with, any part of the Charged Property for which a mortgagee in possession might as such otherwise be liable;
- 14.3.2.3** be under any duty of care or other obligation of whatsoever description to the Chargor in relation to or in connection with the exercise of any right conferred upon the Lender, any receiver appointed by it and their respective employees and agents; or
- 14.3.2.4** be under any liability to the Chargor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any of their respective rights.

**15. APPLICATION OF PROCEEDS**

**15.1 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.

- 15.1.1** 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,
- 15.1.2** in or towards payment of or provision for the Secured Liabilities in such order and manner as the Lender determines; and
- 15.1.3** In payment of the surplus (if any) to the Chargor or other person entitled to it.

**15.2** Only money actually paid by a Receiver or a Delegate to the Lender shall be capable of being applied by the Lender in or towards satisfaction of the Secured Liabilities.

**15.3 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.



**15 4 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).

15.4.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

15 4 2 shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor; and

15 4.3 may be held in such account for so long as the Lender, Receiver or Delegate thinks fit.

**16 COSTS AND INDEMNITY**

**16 1 Costs**

The Chargor shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender, any Receiver or Delegate in connection with.

16.1 1 this deed or the Charged Property;

16.1 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or Delegate's rights under this deed;

16.1.3 the payment of all existing and future rents, rates, taxes, duties, charges and outgoings now or at any time payable in respect of the Charged Property or by the owner or occupier of it; or

16 1 4 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in any Facility Agreement

**16.2 Indemnity**

16.2 1 The Chargor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of.

16.2 1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property,

16.2 1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

16 2.1.3 any default or delay by the Chargor in performing any of its obligations under this deed.

16 2.2 Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

16.2.3 The Lender in exercising its statutory power of sale and any receiver appointed by the Lender in exercising his powers under this deed shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit, and shall not be under any duty or obligation to obtain the best or any particular price

16.2.4 Neither the Lender nor any such receiver shall be liable to the Chargor or any other person, for any loss, damage, cost, expense or liability which the Chargor or any such person may suffer or incur as a direct or indirect result of the Lender exercising its statutory power of sale, as hereby varied or extended, or such receiver exercising his powers under this deed

## 17 FURTHER ASSURANCE

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

17.1.1 creating, perfecting or protecting the security intended to be created by this deed;

17.1.2 facilitating the realisation of any of the Charged Property, or

17.1.3 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 and the execution and delivery of such further legal and other assignments, mortgages, securities, charges and other legal documentation as the Lender shall require

## 18. POWER OF ATTORNEY

### 18.1 Appointment of Attorneys

By way of security, for the payment of the Secured Liabilities and for securing any proprietary interest which the Lender has in any of the Charged Property, the Chargor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

18.1.1 the Chargor is required to execute and do under this deed; and/or

18.1.2 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.

### 18.2 Ratification of Acts of Attorneys

The Chargor 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 18.1

## 19 RELEASE

Subject to clause 21.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this deed and re-assign the Charged Property to the Chargor

20. **ASSIGNMENT AND TRANSFER**

20.1 **Assignment By Lender**

20.1.1 At any time, without the consent of the Chargor, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this deed to any person.

20.1.2 The Lender may disclose to any actual or proposed assignee or transferee such information about the Chargor, the Charged Property and this deed as the Lender considers appropriate

20.1.3 This deed shall remain enforceable, valid and binding for all purposes even if the Lender changes its name or constitution or is amalgamated or consolidated with any other person.

20.2 **Assignment By Chargor**

The Chargor 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

21 **FURTHER PROVISIONS**

21.1 **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.

21.2 **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.

21.3 **Discharge Conditional**

Any release, discharge or settlement between the Chargor 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:

21.3.1 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 to provide the Lender with security against any such avoidance, reduction or order for refund; and

21.3.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred

21.4 **Certificates**

Any certificate, determination or notification by the Lender as to any amount for the time being due to it from the Chargor shall be (in the absence of any manifest error) conclusive evidence of the amount due.

**21.5 Rights Cumulative**

The rights, remedies 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, remedies and powers provided by law or otherwise

**21.6 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. It only applies in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision

**21.7 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.

**21.8 Delay**

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

**21.9 Single or Partial Exercise**

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

**21.10 Consolidation**

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

**21.11 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.

**21.12 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.

**21.13 Euro**

The Lender and the Chargor agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the discharge, cancellation, rescission or termination in whole or in part of this deed or give any party hereto the right to cancel, rescind, terminate or vary this deed in whole or in part. If there is a change in the law and the Euro or some other currency becomes the legal currency of the United Kingdom then all payments under this deed shall be made in Euros or such other currency if the Lender so requires and this deed shall continue to bind the Chargor

**21.14 Administrator**

The power of the Lender to appoint an administrator in accordance with sub clause 12.1.2 shall arise where the security constituted by this deed (together with any other security given by the Chargor to the Lender) satisfies any one or more of the provisions of sub paragraphs 14(3) (a), (b) or (c) of Schedule B1 to the Insolvency Act 1986.

**21.15** This document shall at all times be the property of the Lender

**22. NOTICES**

**22.1 Service**

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

**22.1 1** In writing, delivered personally or sent by pre-paid first-class letter or fax; and

**22 1 2** sent.

**22 1.2 1** to the Chargor at:

NEPICAR LODGE FARM, LONDON ROAD, WROTHAM HEATH, KENT, TN15 7RS

Fax: [NUMBER]

Attention. MR BRUCE ABERCROMBIE AND MRE JOELLE MARIE ABERCROMBIE

**22.1 2 2** to the Lender at.

Welland House, The Square, Market Harborough, Leicestershire, LE16 7PD

Fax 01858 412254

Attention: Stephen Barringer, Head of Mortgages and Savings, Market Harborough Building Society

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

**22.2 Receipt By Chargor**

Any notice or other communication that the Lender gives shall be deemed to have been received:

**22 2.1** If sent by fax, with a confirmation of transmission, on the day on which it is transmitted;

**22 2 2** If given by hand, at the time of actual delivery; and

**22.2.3** 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 22.2.1 or clause 22.2.2 on a day which is not a Business Day (or after normal business hours in the place of receipt) shall be deemed to have been received on the next Business Day

**22 3 Receipt By Lender**

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt by the Lender

Form of Charge filed at HM Land Registry under reference MD120F

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**23 GOVERNING LAW AND JURISDICTION**

**23.1 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.

**23.2 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 Chargor 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.

This deed has been entered into on the date stated at the beginning of it

**SCHEDULE 1**  
**ASSIGNED AGREEMENTS**

Description of agreement: [DESCRIPTION OF AGREEMENT]

Date [DATE]

Parties: [PARTIES]]

**SCHEDULE 2**

**PROPERTY**

[DESCRIPTION OF PROPERTY INCLUDING TITLE NUMBER IF PROPERTY IS REGISTERED]

The Freehold property known as **HOLLYWOOD, HOOKLEY LANE, ELSTEAD, SURREY, GU8 6JE** registered at Land Registry with title number [ **SY377133** ] OR [comprised in the following documents (if unregistered land)]

Date	Description	Parties



## **SCHEDULE 3**

### **COVENANTS**

#### **Part 1**

##### **General Covenants**

#### **1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

- 1.1 The Chargor shall not at any time, except with the prior written consent of the Lender
- 1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed,
- 1.1.2 sell, assign, transfer, licence, lease, discount, factor, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property;
- 1.1.3 sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment or licence at full value in the ordinary course of business,
- 1.1.4 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

#### **2 PRESERVATION OF CHARGED PROPERTY**

The Chargor 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 Charged Property or the effectiveness of the security created by this deed.

#### **3 COMPLIANCE WITH LAWS AND REGULATIONS**

- 3.1 The Chargor shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law.
- 3.2 The Chargor shall:
- 3.2.1 comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of it;
- 3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
- 3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

#### **4 ENFORCEMENT OF RIGHTS**

- 4.1 The Chargor shall use its best endeavours to
- 4.1.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
- 4.1.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

Form of Charge filed at HM Land Registry under reference MD120F

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5. **NOTICE OF MISREPRESENTATIONS AND BREACHES**

- 5.1 The Chargor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of
- 5.1.1 any representation or warranty set out in clause 7 which is incorrect or misleading in any material respect when made or deemed to be repeated, and
- 5.1.2 any breach of covenant set out in this deed.

6 **TITLE DOCUMENTS**

- 6.1 The Chargor shall, on the execution of this deed, deposit with the Lender and the Lender shall, for the duration of this deed, be entitled to hold:
- 6.1.1 all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title),
- 6.1.2 each Insurance Policy; and
- 6.1.3 a copy of each Assigned Agreement, certified to be a true copy by either a director of the Chargor or by the Chargor's solicitors

7. **NOTICES TO BE GIVEN BY THE CHARGOR**

- 7.1 The Chargor shall immediately on the execution of this deed:
- 7.1.1 give notice to the relevant Insurers of the assignment of the Chargor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) pursuant to clause 4.2.1 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender;
- 7.1.2 give notice to each of the other parties to the Assigned Agreements and any guarantee or security for the performance of an Assigned Agreement of the assignment of the Chargor's rights and interest in and under the Assigned Agreements and each guarantee or security for the performance of an Assigned Agreement pursuant to clause 4.2.3 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender; and
- 7.2 The Chargor shall immediately on request by the Lender give notice to the bank, financial institution or other person (excluding the Lender) with whom the Chargor has the Rent Account of the charging of the Chargor's rights and interests in the Rent Account pursuant to clause 4.1.2.6 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender

The Chargor shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this paragraph 7.

8. **INFORMATION**

- 8.1 The Chargor shall
- 8.1.1 give the Lender such information concerning the location, condition, use and operation of the Charged Property as the Lender may require;
- 8.1.2 permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Charged Property, and the records relating to that Charged Property, at all reasonable times and on reasonable prior notice; and

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- 8.1.3 promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with any Charged Property or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

**9 CHARGOR'S WAIVER OF SET-OFF**

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed)

**Part 2**

**Assigned Agreements Covenants**

**1 NO WAIVER OF RIGHTS**

The Chargor shall not, without the prior written consent of the Lender, waive any of its rights under any Assigned Agreement

**2 NO AMENDMENT OR TERMINATION**

The Chargor shall not, without the prior written consent of the Lender, supplement, amend, novate, terminate or permit termination of any Assigned Agreement.

**Part 3**

**Property Covenants**

**1. REPAIR AND MAINTENANCE**

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

**2. NO ALTERATIONS**

2.1 The Chargor shall not, without the prior written consent of the Lender:

2.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or

2.1.2 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 3 of Schedule 3).

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

3.1.1 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

- 3.1 2 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.

**4. INSURANCE**

- 4 1 The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property against:

- 4 1.1 loss or damage by fire or terrorist acts,  
4 1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and  
4 1 3 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) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years

- 4.2 The Chargor shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 3 of Schedule 3 (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

- 4.3 The Chargor 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 3 of Schedule 3 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**

- 5.1 The Chargor shall:

- 5 1.1 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

- 5 1.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease)

**6 NO INVALIDATION OF INSURANCE**

The Chargor shall not do or omit to do, or permit to be done or omitted, anything that may invalidate or otherwise prejudice any Insurance Policy.

**7. PROCEEDS FROM INSURANCE POLICIES**

7 1 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall

7 1.1 be paid immediately to the Lender;

7.1.2 If they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Chargor as trustee of the same for the benefit of the Lender; and

7 1 3 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**

8 1 The Chargor shall not, without the prior written consent of the Lender

8.1 1 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),

8 1.2 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),

8 1 3 let any person into occupation of or share occupation of the whole or any part of the Property; or

8.1 4. amend any lease, tenancy, licence, right or interest to occupy the Property or grant any consent or licence under any lease or licence affecting the Property.

**9. NO RESTRICTIVE OBLIGATIONS**

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

**10. PROPRIETARY RIGHTS**

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

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

11 1 The Chargor shall

11.1 1 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

11 1.2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

12           **NOTICES OR CLAIMS RELATING TO THE PROPERTY**

12.1       The Chargor shall:

12.1.1     give full particulars to the Lender of any 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

12.1.2     (if the Lender so requires) immediately, and at the cost of the Chargor, 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

12.2       The Chargor shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

13.       **PAYMENT OF RENT AND OUTGOINGS**

13.1       The Chargor shall:

13.1.1     where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

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

14.       **RENT REVIEWS**

14.1       The Chargor.

14.1.1     shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property; and

14.1.2     shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease.

15.       **ENVIRONMENT**

15.1       The Chargor shall in respect of the Property:

15.1.1     comply in all material respects with all the requirements of Environmental Law, and

15.1.2     obtain and comply in all material respects with all Environmental Licences

16.       **CONDUCT OF BUSINESS ON PROPERTY**

The Chargor shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business

17        **INSPECTION**

The Chargor 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

18        **VAT OPTION TO TAX**

18 1        The Chargor shall not, without the prior written consent of the Lender,

18 1 1       exercise any VAT option to tax in relation to the Property; or

18 1 2       revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this deed.

19.        **MORTGAGED LICENCES**

19 1        The Chargor shall at its own expense obtain and maintain all licences, permits, consents and authorisations required in connection with any business at any time carried on at the Property.

19.2        If any Mortgaged Licences are held in connection with any business at any time carried on at the Property, the following shall apply:

19.2.1       the Chargor shall at its own expense conform to all orders, regulations and notices made by the licensing authority, the licensing justices or any other authority concerning the Charged Property and the said business, and apply for and use its best endeavours to obtain whenever necessary proper renewals or regrants of the Mortgaged Licences, and shall not surrender, abandon or transfer to any person any of the Mortgaged Licences or remove the same or any of them to any other premises or do or permit any act or thing whereby the renewal of any such licences may be refused or discontinued or whereby the said business or the goodwill thereof or the letting or sale of the Property may be prejudicially affected, and shall upon demand by or on behalf of the Lender deliver to the Lender or as the Lender shall direct the Mortgaged Licences and give, do and execute all notices, acts, instruments and things necessary or convenient for transferring the same or any of them to or vesting the same in the Lender or its nominee or nominees, or withdrawing from the books of H M. Revenue and Customs the entry of the Chargor as carrying on the business carried on upon the Property;

19 2 2       all money received by the Lender as compensation awarded in respect of the refusal of the licensing authority, the licensing justices or any other authority concerning the Charged Property to renew the Mortgaged Licences or any of them shall be applied first in payment of the costs incurred by the Lender under this deed, secondly in or towards satisfaction of the other Secured Liabilities and subject thereto shall be held in trust for the Chargor,

19 2 3       the Chargor shall forthwith upon the receipt of any order, direction or notice from the licensing authority, the licensing justices or any other authority affecting the Charged Property forward the same or a true copy thereof to the Lender;

19 2 4       the Chargor further covenants with the Lender in the manner following:

19 2 4.1       the Chargor shall pay all charges which may be imposed in respect of the Mortgaged Licences or any of them by virtue of the, the Licensing Act 2003 or any other statutory enactment, and in default the Lender or any receiver may pay all such costs charges and expenses;

19 2 4 2       the Chargor shall from time to time at the request of the Lender endeavour to procure the transfer of any of the Mortgaged Licences which may be held by nominees on behalf of or in trust for the Chargor to such other person or persons as the Lender may approve or appoint, and shall not permit the transfer of such licences to any person or persons not approved by the Lender;

- 19.2 4.3 the Chargor shall keep the Mortgaged Licences and every renewal or regrant thereof and any new licences granted in respect of the Charged Property insured against forfeiture or refusal to renew in the name of the Lender for a sum and in an office to be approved by the Lender in writing, and shall deposit the relevant policy or policies with the Lender and shall duly pay all premiums and sums of money payable for this purpose and produce the receipts therefor to the Lender within seven days of their becoming due and payable. In the case of the Chargor making default in that behalf, the Lender may pay all premiums and sums of money for effecting or keeping in force the said insurance. If any other policies of insurance cover the Mortgaged Licences and/or their renewal or regrant as aforesaid, the Chargor shall hold any sums received under such policies in trust for the Lender and shall pay the same to the Lender on demand.

#### **Part 4**

##### **Rent Covenants**

#### **1 COLLECTION OF AND DEALINGS WITH RENT**

- 1.1 The Chargor shall not deal with the Rent except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rent into the Rent Account or into such other account as the Lender may direct from time to time. The Chargor shall, pending such payment in, hold all Rent upon trust for the Lender.
- 1.2 The Chargor agrees with the Lender that any monies received by the Lender under paragraph 1.1 of this Part 4 of Schedule 3 shall not constitute the Lender as mortgagee in possession of the Property.

#### **2. NOTICE OF ASSIGNMENT OF RENT**

The Chargor shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment pursuant to clause 4.2.2 of the Chargor's rights and interest to the Rent and each guarantee or security in respect of the Rent and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.



Executed as a deed by ABERCROMBIE & COURT  
DEVELOPMENTS LIMITED acting by BRUCE  
ABERCROMBIE, a director, in the presence of:



[SIGNATURE OF DIRECTOR]

Director

Witness signature

34 Jan

Witness name:

Pete Fernor

Witness address:

1 Nepicor Lodge


London Rd

Wrotham Heath TN15 7RS

Witness occupation:

Retired

Executed as a deed by ABERCROMBIE & COURT  
DEVELOPMENTS LIMITED acting by JOELLE  
MARIE ABERCROMBIE, a director, in the presence  
of:



[SIGNATURE OF DIRECTOR]

Director

Witness signature:

34 Jan

Witness name:

Pete Fernor

Witness address:

1 Nepicor Lodge

London Rd

Wrotham Heath TN15 7RS

Witness occupation:

Retired

