

# MR01

## Particulars of a charge



106018 / 13

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

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

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

FRIDAY



\*A2L7RD3K\*

A03

15/11/2013

#243

COMPANIES HOUSE

### 1 Company details

Company number 05365396

Company name in full ALLTRUST SERVICES LIMITED; ANDREW MARTYN HAZELL AND  
CLARE LOUISE HAZELL AS TRUSTEES OF THE HZL PENSION TRUST

For official use

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Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 01/11/2013

### 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 MARTYN JOHN SAMUEL HAZELL

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Vauxhall Car Showroom, Spyttty Road, Newport, NP19 4QQ

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement** <sup>1</sup>

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



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

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**Signature**

Please sign the form here

Signature



Signature



X *Q. Mente* X

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

# MR01

## Particulars of a charge

	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Michael Jenkins
Company name	Harding Evans LLP
Address	
Queens Chambers	
2 North Street	
Newport	
Post town	
County/Region	
Postcode	N P 2 0 1 T E
Country	
DX DX 148380 NEWPORT 11	
Telephone	
01633 244233	
	<b>Certificate</b>
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.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper	
Make cheques or postal orders payable to 'Companies House'	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> 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)	
<b>For companies registered in Northern Ireland</b> 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	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



**FILE COPY**

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

Company number: 5365396

Charge code: 0536 5396 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2013 and created by ALLTRUST SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2013

*DX*

Given at Companies House, Cardiff on 20th November 2013



**Companies House**



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



CERTIFIED AS A TRUE COPY  
OF THE ORIGINAL IN OUR  
POSSESSION

*Harding Evans*  
HARDING EVANS SOLICITORS  
QUEEN'S CHAMBERS  
2 NORTH STREET  
NEWPORT

THIS LEGAL CHARGE is made the

11<sup>th</sup>

day of

November

2013

BETWEEN

- (1) **ALLTRUST SERVICES LIMITED** (Company No **05365396**) whose registered office is at Imperial House, Imperial Way, Coedkernew, Newport, NP10 8UH and **ANDREW MARTYN HAZELL** and **CLARE LOUISE HAZELL** both of Imperial House, Imperial Way aforesaid as **Trustees of the HZL Pension Trust** ("the Borrower") and
- (2) **MARTYN JOHN SAMUEL HAZELL** of Hill Farm, Goldcliff, Newport, NP19 2PH ("the Lender")

RECITALS

- (1) The Borrower is registered at HM Land Registry as proprietor with title absolute of the property described in schedule 1 to this deed ("the Property") but otherwise free from incumbrances
- (2) By the Loan Agreement the Lender agreed to advance the Principal to the Borrower on the terms and subject to the conditions and provisions contained in the Loan Agreement
- (3) The parties have agreed to enter into this deed by way of security for the discharge of the Borrower's obligations under the Loan Agreement in the manner set out below.

NOW THIS DEED WITNESSES as follows

**1. Definitions**

In this legal charge

- 1 1 "the Interest Payment Days" means 25<sup>TH</sup> March, 24<sup>th</sup> June, 24<sup>th</sup> September and 25<sup>th</sup> December in every year,
- 1 2 "the Interest Rate" means 5% per annum,
- 1 3 "the Principal" means £772,624 95 (Seven Hundred and Seventy Two Thousand Six Hundred and Twenty Four Pounds and Ninety Five Pence),

1 4 "the Property" means the property specified in the schedule below and all buildings and fixtures on it,

1 5 "the Redemption Date" means the date of repayment of the Principal plus interest ,

1 6 "the Loan Agreement" means a loan agreement of the same date as this deed and made between the parties to this deed

1 7 "the Lease" means the Lease dated 25<sup>th</sup> June 2001 and made between AFS Group Holdings Limited (1) and Caledonia Motor Group Limited (2) in respect of the Property

**2. Borrower's Covenant to pay sums due under the Loan Agreement and costs**

2 1 The Borrower covenants with the Lender to pay or discharge on demand all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement

2 2 The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the principal sum advanced by the Loan Agreement

2 3 Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 2 2 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and a mortgagee but also (and insofar as they are not so allowable) those incurred in relation to or arising out of

2 3 1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this deed,

2 3 2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,

2 3 3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender,

2 3 4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,

2 3 5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower,

2 3 6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

### **3. Legal charge**

The Borrower with full title guarantee charges the Property to the Lender by way of first legal mortgage, with payment or discharge of all money and other obligations and liabilities covenanted to be paid or discharged by the Borrower under this deed or otherwise secured by it

### **4. Borrowers representations and warranties**

The Borrower represents and warrants to the Lender that,

4 1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990,

4.2 the Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any



requisite permission has not been obtained or any valid enforcement order may be made;

- 4 3 the Borrower has complied with environmental law and, in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property, and
- 4 4 the execution of and the observance and performance of his obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement, and
- 4 5 the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association
- 4 6 The Lease is valid and subsisting and the Borrower will comply with the Landlord's covenants contained in the Lease

## **5. Borrowers covenants as to the Property**

The Borrower covenants with the Lender as set out below

### **5 1 Repair**

5 1 1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

5 1 2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession

5 1 3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

5 1 4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the principal sum advanced under the Loan Agreement) all of which money and interest shall be charged on the Property,

## **5 2 Alterations**

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property

## **5 3 Insurance**

### **5 3 1 Duty to insure**

The Borrower will

- (a) ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and

against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve, and

- (b) make all payments required for this purpose as and when (or) within \* days after they become due and will when required by the Lender deliver to him the policy insurance and the receipt for each payment

#### **5 3 2 Indemnity for payments by the Lender**

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest on them at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the principal sum advanced under the Loan Agreement), and all such money and interest shall be charged on the Property

#### **5 3 3 Application of insurance money**

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause 5 3) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose

#### **5 4 Outgoings**

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

**5 5 General covenant to comply with statutes etc.**

The Borrower will ensure that any legislation, regulations or bye-laws of the time being in force applicable to the Property [or to the employment of persons in the Property] are complied with in all respects

**5 6 General covenant to produce notices etc.**

5 6 1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party and will allow the Lender to make a copy of it

5 6 2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve

**5 7 Specific covenants relating to planning and environmental matters**

**5 7 1 Alteration of present use of the Property**

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it

**5 7 2 No development without the Lender's consent**

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any

use which is a development within the provisions of the Town and Country Planning Act 1990

**5 7 3 Compliance with conditions of permission for development**

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which such permission is granted

**5 7 4 Compliance with environmental matters**

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

**5 7 5 Compliance with notices etc.**

- (a) If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it
- (b) The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance Alternatively; if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal
- (c) If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything

on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with interest on them at the Interest Rate, shall be payable and charged upon the Property as provided by clause 5.1.4

- (d) The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower
- (e) All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.1.4

## **5.8 Specific covenant in relation to compulsory purchase**

- 5.8.1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part
- 5.8.2 If the Lender so requires the Borrower will permit the Lender to conduct such negotiations and grant such consent on his behalf
- 5.8.3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security

## **5 9 Leasing and disposal**

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

5 9.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

5 9.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

## **5.10 Compliance with terms of conveyances etc**

5 10.1 The Borrower will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the property and binding on the Borrower

5 10.2 The Borrower will keep the Lender indemnified against all proceeding and claims on account of any breach of those terms

5 10.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5 1.4

## **5 11 Not to register**

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Acts as the proprietor of the Property or any part of it

## **5 12 Other Charges**

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

## **6. Lender's powers and rights**

### **6 1 Exercise of statutory powers**

6 1 1 Section 103 of the Law of Property Act 1925 shall not apply to this security

6 1 2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

### **6 2 Extension of statutory powers**

6 2 1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

6 2 2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)



6 2 3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

6 2 4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in negligence or otherwise

### **6 3 Powers in respect of furniture and effects**

6 3 1 At any time after this security has been enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage

6 3 2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservations, sale or disposal

6 3 3 The Lender will pay any net proceeds of any sale (after payment of removal, storage and preservations costs and the costs of the sale) to the Borrower on demand

6 3 4 The provisions of this clause are not intended to grant the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

### **6 4 Power to appoint a receiver**

6 4 1 At any time after this security becomes enforceable, or at the request of eh Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

- 6 4 2 The Lender may at any time and from time to time in like manner remove any receiver to appointed and appoint another in his place or appoint an additional person as receiver
- 6 4 3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed
- 6 4 4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- 6 4 5 Where more than one receiver is appointed they shall have the power to act severally
- 6 4 6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration
- 6 4 7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed In the event of ambiguity or conflict the terms of this deed will prevail
- 6 4 8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property In particular (but without limitation) any such receiver shall have the power

- (a) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceeding in the name of the Borrower or otherwise,
- (b) to manage or carry on or concur in carrying on any business of the Borrower,
- (c) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property
- (d) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,
- (e) to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the property or its site,
- (f) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes, whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to his security,
- (g) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6 4 8(f),

- (h) to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,
- (i) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences,
- (j) to acquire by purchase lease or otherwise any further property assets or rights,
- (k) to appoint, employ and dismiss managers, officers, contractors and agents,
- (l) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider *incidental or conducive* to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property,

6 4 9 All money received by any receiver shall be applied by him

- (a) in payment of the costs, charges and expenses of an incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),

- (b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after his appointment,
- (c) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Borrower or other persons entitled to it

**6 5 Right to consolidate**

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security

**6 6 Power to settle with prior mortgages**

6 7 If any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by any incumbrance having priority over this security against the Property, the Lender or any receiver appointed by him may redeem that prior incumbrance or procure the transfer of it to himself and may settle and pass the accounts of any incumbrancer entitled to such prior security

6 8 All the Principal money, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be repaid by the Borrower to the Lender on demand with interest at the Interest Rate payable from the date of payment by the Lender until repayment by the Borrower (such interest to be payable in the same manner as interest on the Principal), and until repayment all such sums and interest shall be charged on the Property

6 9 Any accounts settled or passed in connection with any such redemption or transfer shall be conclusive and binding as well between the Lender and any receiver appointed by him on the one hand and the Borrower on the other hand as between such prior incumbrancer and the Borrower

IN WITNESS whereof the parties hereto have affixed their hands and seals the day and year first before written

SCHEDULE 1

The Property

Vauxhall Car Showroom, Spytt Road, Newport, NP19 4QQ

Registered with Absolute Title at HM Land Registry for Wales under Title numbers WA798002  
and CYM42785

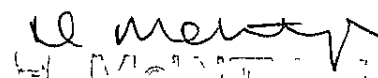
SIGNED as a Deed for and on behalf  
of **ALLTRUST SERVICES LIMITED**  
in the presence of -

Director

Witness signature

Witness name

Witness address

  
Imperial House  
Imperial Way  
NEWPORT NP10 8UH


SIGNED as a Deed by  
**ANDREW MARTYN HAZELL**  
in the presence of -



Witness signature

Witness name

Witness address

  
A J WINDOW  
10 The Colonia  
Newport NP18 2LP

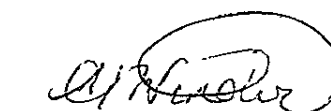
SIGNED as a Deed by  
**CLARE LOUISE HAZELL**  
in the presence of -



Witness signature


Witness name

Witness address

  
A.J. WINDOW  
10 The Colonia  
Newport  
NP18 2LP

SIGNED as a Deed by  
**MARTYN JOHN SAMUEL HAZELL**  
in the presence of -



Witness signature   
Witness name A. J. WINDOW.  
Witness address 10 THE COLDR  
NEWPORT  
NP15 2LP