

MR01

Particulars of a charge

008418/13

Laserform

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is 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, scanned and placed on the public record. **Do not send the original instrument.**



A3KO5K9M
A27 14/11/2014 #172

COMPANIES HOUSE

A3BHRZRS
A34 05/07/2014 #20

COMPANIES HOUSE

1 Company details

Company number 0 5 6 3 6 1 4 9

Company name in full Amos Commercial Limited

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 2 0 6 2 0 1 4

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

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

Name Sterling Property Developments Limited

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

Land and buildings at Garden House Farm Tongue Lane
Buxton Derbyshire SK17 7PA

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☐ Yes

☒ No

8

Trustee statement ¹

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

☐

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

9

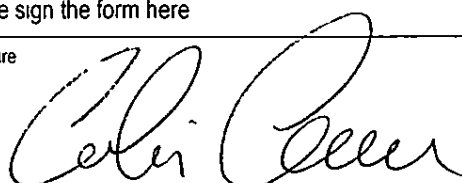
Signature

Please sign the form here

Signature

Signature

X



X

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

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

Bowcock & Pursaill LLP

Address 54 St Edward Street

Post town Leek

County/Region Staffordshire

Postcode

S

T

1

3

5

D

Country

DX

Telephone 01538 399199



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



No: 6293 of 2014

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

**Mr Deputy Registrar Schaffer
Dated: 30 October 2014**

**In the Matter of Amos Commercial Limited
and
In the Matter of the Companies Act 2006**

UPON THE APPLICATION by claim form dated the 08 September 2014 of
Amos Commercial Limited

AND UPON HEARING solicitor for the Claimant

AND UPON READING THE EVIDENCE

AND the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the above-mentioned Act a Legal Charge hereinafter mentioned together with the prescribed Particulars thereof was due to inadvertence and that it is just and equitable to grant relief

IT IS ORDERED pursuant to Section 859F of the said Act that the time for delivering to the Registrar of Companies for Registration of the said Legal Charge dated 20 June 2014 and made between Amos Commercial Limited of the one part and Sterling Property Developments Limited of the other part of certain land and property known as land and buildings at he Garden House Farm Tongue Lane Buxton Derbyshire SK17 7PA to secure repayment of a loan pursuant to a facility arrangement together with the prescribed Particulars thereof is hereby extended to the 20 November 2014

AND IT IS ORDERED THAT the Claimant do deliver an Office Copy of this Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal Charge and the date of its actual registration

To Bowcock & Pursaill Solicitors
Hanley Office
2 Ridge House
Ridgehouse Drive
Festival Park
Stoke on Trent
ST1 5SJ
Ref: 38/13824/1





FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5636149

Charge code: 0563 6149 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2014 and created by AMOS COMMERCIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2014.

P

Given at Companies House, Cardiff on 20th November 2014



Companies House



DATED 25th June 2014

STERLING PROPERTY DEVELOPMENTS LIMITED (1)

and

AMOS COMMERCIAL LIMITED (2)

LEGAL CHARGE

relating to

Land and Buildings at Garden House Farm, Tongue Lane, Buxton Derbyshire SK17 7PA

Bowcock & Pursaill LLP Certified to be a true copy of the original document Signed <u>Bowcock & Pursaill</u> Date <u>31/11/14</u>

THIS DEED is made on the 20th day of

June

2014

BETWEEN

- (1) **STERLING PROPERTY DEVELOPMENTS LIMITED** (Company Number 02937933) whose registered office is One America Square Crosswall London EC3N 2SG ("the **Lender**") and
- (2) **AMOS COMMERCIAL LIMITED** (Company Number 05636149) whose registered office is at Alexandra House, Queen Street, Leek, Staffordshire, ST13 6LP ("the **Borrower**")

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with loan facilities on a secured basis under a facility arrangement made between the Lender and the Borrower
- (B) The Borrower owns the Property.
- (C) This Legal Charge provides security which the Borrower has agreed to give the Lender for the loan pursuant to the facility arrangement made between the Lender and the Borrower

DEFINITIONS

- 1 In this deed the following terms shall have the following meanings

"Expenses"

means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred in connection with:

- (a) the Property;
- (b) the preparation, negotiation and creation of this Legal Charge and associated and ancillary documentation;
- (c) taking, perfecting, enforcing or exercising any power under this Legal Charge, or
- (d) any breach of any provision of and the protection, realisation or enforcement of this Legal Charge

"Indebtedness"

means all monies obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender (whether or not demanded) whether present or future actual or contingent and whether as guarantor surety principal or otherwise severally or jointly and in whatever name or style and whether in any current or other account or in any other manner whatsoever as well after as before any demand or judgment and shall include, without limitation, all monies obligations debts and liabilities of any nature from time to time now or at any time in the future be due, owing or incurred by the Borrower to the Lender together with all Expenses and interest payable for any late payment at the Rate of Interest from and including the date payment falls due

"Payment Date"

means the Borrower will pay to the Lender or discharge all Indebtedness on the due date or dates for payment or discharge or in the absence of any agreed or specified due date immediately on demand by the Lender

"Prior Indebtedness"

means all money from time to time owing on the security of the Prior Charge the amount of which at the date hereof is set out in schedule 1

"Prior Charge"

means a charge dated 28th June 2014 by which the Property is charged by the Borrower by way of legal mortgage to secure the payment of the Prior Indebtedness to Glynis Ellen Plant

"Prior Charge Part Repayment Terms"

means the terms for repayment of the Prior Indebtedness on sales of completed units set out in schedule 1

"Property"

means the land and buildings (which shall include such buildings as may exist as at the date hereof or are hereinafter constructed) known as the Garden House Farm, Tongue Lane, Buxton, Derbyshire SK17 7PA and registered at HM Land Registry with title absolute under title number DY384646.

"Rate of Interest"	means an annual rate equal to four per cent (4%) plus the base rate from time to time in force of Lloyds Bank Plc or five per cent (5%) whichever is the higher.
"Property Taxes"	includes all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property
"clause" and "schedule"	mean respectively clauses or schedules in this deed unless the context shows a contrary meaning.
"now" and "today"	mean at the date of this deed
"parties"	means the parties to this deed.

RECEIPT

- 2 1 The Legal Charge created by this deed is subject to the Prior Charge
- 2.2 The Borrower shall comply fully with all its obligations under the Prior Charge and produce to the Lender on demand such evidence of compliance as the Lender reasonably requests.
- 2 3 Without prejudice to its right if it thinks fit to obtain a transfer of the Prior Charge the Lender may pay to any person in whom the Prior Mortgage is for the time vested either as a term of such person refraining from enforcing the Prior Charge or otherwise in payment of all or any part of the Prior Indebtedness and any money paid by the Lender under this power shall be included in the Indebtedness and shall be secured by this Legal Charge.
- 2 4 On any sale by the Lender or in the event a receiver is appointed the Property may be sold either subject to or discharged from the Prior Charge and upon any terms of indemnity against it as the Lender thinks fit
- 2 5 This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or to be prejudiced or affected by, any other security or guarantee which the Lender may now or at any time after the date of this Legal Charge hold for or in respect of the Indebtedness.

COVENANT TO PAY

- 3.1 The Borrower covenants with the Lender that the Borrower will pay to the Lender and/or discharge all Indebtedness when due together with interest at the Rate of interest for any late payment from and including the date payments falls due
- 3.2 If the Borrower fails to discharge the Indebtedness when due the Borrower shall pay the Lender on demand interest on such Indebtedness at the Rate of Interest from the date on which the Indebtedness became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded quarterly to the extent that it shall remain unpaid.

CHARGE

- 4.1 The Borrower charges the Property to the Lender with full title guarantee as continuing security for the payment and discharge of the Indebtedness including, without limitation, in respect of the Borrower's specific obligation to the Lender contained in clause 5 of this Legal Charge
- 4.2 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any receiver.

COVENANTS ON SALE OR PART SALE OF THE PROPERTY

5. On the sale, lease or other disposition of the whole or any part of the Property, the Borrower hereby covenants to pay to the Lender all the Net Proceeds of Sale (as defined in Schedule 1), such payment being a payment(s) towards the reduction of the Indebtedness. This obligation by the Borrower shall continue until the whole or each and every part of the Property has been disposed of. This Legal Charge shall act as continuing security until such time the Borrower has paid and satisfied in full all the Indebtedness and until such time until no further Indebtedness is due or owing to the Lender

INSURANCE

- 6 The Borrower shall keep the Property insured against fire and such other risks as the Lender from time to time in writing directs for its full reinstatement value for the time being in some insurance office approved in writing by the Lender in the

joint names of the Lender and the Borrower and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it.

REPAIRS

- 7 The Borrower shall keep the Property in good repair and free from any charges by the local authority for works of private improvement or otherwise

COVENANTS

- 8 The Borrower shall pay all Property Taxes and any rent and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by them and produce to the Lender on demand such evidence as the Lender reasonably requires of their compliance with this covenant

RESTRICTION ON LEASES

- 9 The Borrower shall not without the Lender's written consent grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it.

CONSOLIDATION

- 10 Section 93 of the Law of Property Act 1925 shall not apply to this deed

POWER OF SALE AND APPOINTMENT OF RECEIVER

- 11.1 Section 103 of the Law of Property Act 1925 ("LPA") shall not apply to this deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended by this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise any time after the Lender shall have demanded payment of any of the Indebtedness or after any breach by the Borrower of any of the provisions of this Charge
- 11 2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if

- 11.2.1 the Borrower does not pay the monies, debts, liabilities which are owed to the Lender when they fall due;
- 11.2.2 the Lender demands payment of any money secured by this deed that is repayable on demand and it is not paid immediately,
- 11.2.3 any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not;
- 11.2.4 the Borrower fails to comply with any of their obligations under this Charge or any deed supplemental to it and the failure (if capable of being remedied) remains unremedied for 7 days after being called to their attention by written notice from the party not in default,
- 11.2.5 the Borrower convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Lender for the purposes of and followed by amalgamation or reconstruction;
- 11.2.6 any execution is levied upon the Borrower's goods or on the Property;
- 11.2.7 any steps are taken by any person to enforce any rights in respect of the Property, or
- 11.2.8 if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Lender to the Borrower or to any other person or if any money payable by the Borrower under any such other security is not paid within 14 days of the due date

NOTICES

- 12.1 Any notice given under this deed shall be in writing and may be served
- personally, or
 - by registered or recorded delivery mail, or
 -
- 12.2 Each party's address for the service of notice shall be the above mentioned address or such other address as they specify by notice to the others.
- 12.3 A notice shall be deemed to have been served.
- 12.3.1 if it was served in person, at the time of service, and
- 12.3.2 if it was served by post, 48 hours after it was posted

BORROWER'S DEFAULTS

- 13.1 If the Borrower fails to perform or observe any of their obligations under this deed the Lender shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property
- 13.2 All monies paid by the Lender in the exercise of its rights under this deed shall be monies properly paid by the Lender and the Borrower shall pay them and any Expenses incurred to the Lender on demand with interest at the Rate of Interest from the date of payment by the Lender until the date of payment by the Borrower.

ATTORNEY

- 14 The Borrower irrevocably appoints the Lender as its attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it

FREEDOM FROM ACCOUNTABILITY

- 15 If the Lender enters into possession of the Property or part of it the Lender may from time to time at pleasure go out of such possession and shall not be liable to account as lender in possession while in fact out of possession if notice of such fact is within seven days after its happening served on the Borrower.

INTERPRETATION

- 16.1 References to any party to this deed shall where the context permits include their successors in title
- 16.2 In this deed
- schedules and/or appendices to this deed form part of this deed;
 - words expressed in any gender shall where the context so requires or permits include any other gender,
 - words expressed in the singular shall where the context so requires or permits include the plural, and
 - where any party is more than one person:

- that party's obligations in this deed shall take effect as joint and several obligations,
- anything in this deed which applies to that party shall apply to all of those persons collectively and each of them separately,
- the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately, and
- the receipt of the survivor of joint holders of this Charge shall be a good discharge to the Borrower.

16 3 The headings to clauses are inserted for convenience only and shall not affect the construction of this deed.

16.4 References in this deed to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether

- direct or indirect,
- on its own account, or
- for or through any other person, and
- those which it permits or suffers to be done or not done by any other person.

16 5 The effect of all obligations affecting the Borrower under this deed is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this deed an express limitation or modification

REGISTERED LAND

17 1. The Borrower shall procure that this Legal Charge is properly registered at the Land Registry and at Companies House, such application to be made not later than 10 days after the date of this Legal Charge.

17 2 The Borrower shall apply to the to the Land Registrar on Land Registry form RX1 for a restriction on the following terms to be entered on the register of the Borrower's title to the Property (Title Number DY384646):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without the written consent signed by the proprietor for the time being of the Charge dated [20th June 2014] in favour of Sterling Property Developments Limited or its conveyancer"

17.3 The Borrower shall procure any consent required from the proprietor of the Prior Charge to the registration of this Legal Charge and the restriction referred to in clause 17.2 being entered on the Borrowers title to the Property.

Schedule 1

Prior Indebtedness

- 1 At the date hereof the amount of the Prior Indebtedness is £160,000
- 2 On the sale by the Borrower of the first completed unit at the Property the Borrower will pay £35,000 of the Net Proceeds of Sale to the holders of the Prior Charge in part repayment of the Prior Indebtedness or such amount as is then outstanding whichever is the lesser. On the sale by the Borrower of the any subsequent unit at the Property, the Borrower will pay £25,000 of the Net Proceeds on the sale of each unit to the holders of the Prior Charge towards repayment of any balance of the Prior Indebtedness, or such amount as is then outstanding whichever is lesser, until the Prior Indebtedness has been repaid. The Net Proceeds of Sale means for this purpose the sale price received by the Borrower less sales agents' commission and reasonable and proper legal fees payable by the Borrower.
- 3 The terms summarised in this schedule do not alter or modify the Prior Charge in any respect and if there is any conflict between the Prior Charge and the terms summarised herein the Prior Charge shall take precedence.

EXECUTED AS A DEED by
AMOS COMMERCIAL LIMITED
acting by

)
)
)



Director
(Full Name ... *Colin Ames* ...)

in the presence of

Witness Signature



Witness Name

JAMES HICKEY

Witness Address

*St St Edward St, Leach
Shifford St13 5DT*

EXECUTED AS A DEED by)
STERLING PROPERTY DEVELOPMENTS)
LIMITED)
acting by)

Director.
(Full Name)

in the presence of:

Witness Signature

Witness Name

Witness Address

DATED 20th June 2014

STERLING PROPERTY DEVELOPMENTS LIMITED (1)

and

AMOS COMMERCIAL LIMITED (2)

LEGAL CHARGE

relating to

Land and Buildings at Garden House Farm, Tongue Lane, Buxton Derbyshire SK17 7PA

Bowcock & Pursaill LLP
Certified to be a true copy of the original document
Signed <u>Bowcock & Pursaill</u>
Dated <u>31/7/14</u>

THIS DEED is made on the 20th day of

June

2014

BETWEEN

- (1) **STERLING PROPERTY DEVELOPMENTS LIMITED** (Company Number 02937933) whose registered office is One America Square Crosswall London EC3N 2SG ("the **Lender**") and
- (2) **AMOS COMMERCIAL LIMITED** (Company Number 05636149) whose registered office is at Alexandra House, Queen Street, Leek, Staffordshire, ST13 6LP ("the **Borrower**")

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with loan facilities on a secured basis under a facility arrangement made between the Lender and the Borrower
- (B) The Borrower owns the Property
- (C) This Legal Charge provides security which the Borrower has agreed to give the Lender for the loan pursuant to the facility arrangement made between the Lender and the Borrower

DEFINITIONS

- 1 In this deed the following terms shall have the following meanings

"Expenses"

means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred in connection with

- (a) the Property,
- (b) the preparation, negotiation and creation of this Legal Charge and associated and ancillary documentation,
- (c) taking, perfecting, enforcing or exercising any power under this Legal Charge, or
- (d) any breach of any provision of and the protection, realisation or enforcement of this Legal Charge



"Indebtedness"

means all monies obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender (whether or not demanded) whether present or future actual or contingent and whether as guarantor surety principal or otherwise severally or jointly and in whatever name or style and whether in any current or other account or in any other manner whatsoever as well after as before any demand or judgment and shall include, without limitation, all monies obligations debts and liabilities of any nature from time to time now or at any time in the future be due, owing or incurred by the Borrower to the Lender together with all Expenses and interest payable for any late payment at the Rate of Interest from and including the date payment falls due

"Payment Date"

means the Borrower will pay to the Lender or discharge all Indebtedness on the due date or dates for payment or discharge or in the absence of any agreed or specified due date immediately on demand by the Lender

"Prior Indebtedness"

means all money from time to time owing on the security of the Prior Charge the amount of which at the date hereof is set out in schedule 1

"Prior Charge"

means a charge dated 20/06/2014 by which the Property is charged by the Borrower by way of legal mortgage to secure the payment of the Prior Indebtedness to Glynis Ellen Plant

"Prior Charge Part Repayment Terms"

means the terms for repayment of the Prior Indebtedness on sales of completed units set out in schedule 1

"Property"

means the land and buildings (which shall include such buildings as may exist as at the date hereof or are hereinafter constructed) known as the Garden House Farm, Tongue Lane, Buxton, Derbyshire SK17 7PA and registered at HM Land Registry with title absolute under title number DY384646



"Rate of Interest"	means an annual rate equal to four per cent (4%) plus the base rate from time to time in force of Lloyds Bank Plc or five per cent (5%) whichever is the higher
"Property Taxes"	includes all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property
"clause" and "schedule"	mean respectively clauses or schedules in this deed unless the context shows a contrary meaning
"now" and "today"	mean at the date of this deed
"parties"	means the parties to this deed

RECEIPT

- 2 1 The Legal Charge created by this deed is subject to the Prior Charge
- 2 2 The Borrower shall comply fully with all its obligations under the Prior Charge and produce to the Lender on demand such evidence of compliance as the Lender reasonably requests
- 2 3 Without prejudice to its right if it thinks fit to obtain a transfer of the Prior Charge the Lender may pay to any person in whom the Prior Mortgage is for the time vested either as a term of such person refraining from enforcing the Prior Charge or otherwise in payment of all or any part of the Prior Indebtedness and any money paid by the Lender under this power shall be included in the Indebtedness and shall be secured by this Legal Charge
- 2 4 On any sale by the Lender or in the event a receiver is appointed the Property may be sold either subject to or discharged from the Prior Charge and upon any terms of indemnity against it as the Lender thinks fit
- 2 5 This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or to be prejudiced or affected by, any other security or guarantee which the Lender may now or at any time after the date of this Legal Charge hold for or in respect of the Indebtedness



COVENANT TO PAY

- 3 1 The Borrower covenants with the Lender that the Borrower will pay to the Lender and/or discharge all Indebtedness when due together with interest at the Rate of interest for any late payment from and including the date payments falls due
- 3 2 If the Borrower fails to discharge the Indebtedness when due the Borrower shall pay the Lender on demand interest on such Indebtedness at the Rate of Interest from the date on which the Indebtedness became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded quarterly to the extent that it shall remain unpaid

CHARGE

- 4 1 The Borrower charges the Property to the Lender with full title guarantee as continuing security for the payment and discharge of the Indebtedness including, without limitation, in respect of the Borrower's specific obligation to the Lender contained in clause 5 of this Legal Charge
- 4 2 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any receiver

COVENANTS ON SALE OR PART SALE OF THE PROPERTY

- 5 On the sale, lease or other disposition of the whole or any part of the Property, the Borrower hereby covenants to pay to the Lender all the Net Proceeds of Sale (as defined in Schedule 1), such payment being a payment(s) towards the reduction of the Indebtedness This obligation by the Borrower shall continue until the whole or each and every part of the Property has been disposed of This Legal Charge shall act as continuing security until such time the Borrower has paid and satisfied in full all the Indebtedness and until such time until no further Indebtedness is due or owing to the Lender

INSURANCE

- 6 The Borrower shall keep the Property insured against fire and such other risks as the Lender from time to time in writing directs for its full reinstatement value for the time being in some insurance office approved in writing by the Lender in the



joint names of the Lender and the Borrower and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it

REPAIRS

- 7 The Borrower shall keep the Property in good repair and free from any charges by the local authority for works of private improvement or otherwise

COVENANTS

- 8 The Borrower shall pay all Property Taxes and any rent and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by them and produce to the Lender on demand such evidence as the Lender reasonably requires of their compliance with this covenant

RESTRICTION ON LEASES

- 9 The Borrower shall not without the Lender's written consent grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it

CONSOLIDATION

- 10 Section 93 of the Law of Property Act 1925 shall not apply to this deed

POWER OF SALE AND APPOINTMENT OF RECEIVER

- 11 1 Section 103 of the Law of Property Act 1925 ("LPA") shall not apply to this deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended by this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise any time after the Lender shall have demanded payment of any of the Indebtedness or after any breach by the Borrower of any of the provisions of this Charge
- 11 2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if



- 11 2 1 the Borrower does not pay the monies, debts, liabilities which are owed to the Lender when they fall due,
- 11 2 2 the Lender demands payment of any money secured by this deed that is repayable on demand and it is not paid immediately,
- 11 2 3 any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not,
- 11 2 4 the Borrower fails to comply with any of their obligations under this Charge or any deed supplemental to it and the failure (if capable of being remedied) remains unremedied for 7 days after being called to their attention by written notice from the party not in default,
- 11 2 5 the Borrower convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Lender for the purposes of and followed by amalgamation or reconstruction,
- 11 2 6 any execution is levied upon the Borrower's goods or on the Property,
- 11 2 7 any steps are taken by any person to enforce any rights in respect of the Property, or
- 11 2 8 if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Lender to the Borrower or to any other person or if any money payable by the Borrower under any such other security is not paid within 14 days of the due date

NOTICES

- 12 1 Any notice given under this deed shall be in writing and may be served
- personally, or
 - by registered or recorded delivery mail, or
 -
- 12 2 Each party's address for the service of notice shall be the above mentioned address or such other address as they specify by notice to the others
- 12 3 A notice shall be deemed to have been served
- 12 3 1 if it was served in person, at the time of service, and
 - 12 3 2 if it was served by post, 48 hours after it was posted



BORROWER'S DEFAULTS

- 13 1 If the Borrower fails to perform or observe any of their obligations under this deed the Lender shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property
- 13 2 All monies paid by the Lender in the exercise of its rights under this deed shall be monies properly paid by the Lender and the Borrower shall pay them and any Expenses incurred to the Lender on demand with interest at the Rate of Interest from the date of payment by the Lender until the date of payment by the Borrower

ATTORNEY

- 14 The Borrower irrevocably appoints the Lender as its attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it

FREEDOM FROM ACCOUNTABILITY

- 15 If the Lender enters into possession of the Property or part of it the Lender may from time to time at pleasure go out of such possession and shall not be liable to account as lender in possession while in fact out of possession if notice of such fact is within seven days after its happening served on the Borrower

INTERPRETATION

- 16 1 References to any party to this deed shall where the context permits include their successors in title
- 16 2 In this deed
- schedules and/or appendices to this deed form part of this deed,
 - words expressed in any gender shall where the context so requires or permits include any other gender,
 - words expressed in the singular shall where the context so requires or permits include the plural; and
 - where any party is more than one person



- that party's obligations in this deed shall take effect as joint and several obligations,
- anything in this deed which applies to that party shall apply to all of those persons collectively and each of them separately,
- the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately, and
- the receipt of the survivor of joint holders of this Charge shall be a good discharge to the Borrower

16.3 The headings to clauses are inserted for convenience only and shall not affect the construction of this deed

16.4 References in this deed to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether

- direct or indirect,
- on its own account, or
- for or through any other person, and
- those which it permits or suffers to be done or not done by any other person

16.5 The effect of all obligations affecting the Borrower under this deed is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this deed an express limitation or modification

REGISTERED LAND

17.1 The Borrower shall procure that this Legal Charge is properly registered at the Land Registry and at Companies House, such application to be made not later than 10 days after the date of this Legal Charge

17.2 The Borrower shall apply to the to the Land Registrar on Land Registry form RX1 for a restriction on the following terms to be entered on the register of the Borrower's title to the Property (Title Number DY384646)

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without the written consent signed by the proprietor for the time being of the Charge dated 20/06/2014 in favour of Sterling Property Developments Limited or its conveyancer"

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B

173 The Borrower shall procure any consent required from the proprietor of the Prior Charge to the registration of this Legal Charge and the restriction referred to in clause 172 being entered on the Borrowers title to the Property

A handwritten signature or mark, possibly a stylized 'A' or 'Z', located at the bottom left of the page.

Schedule 1

Prior Indebtedness

- 1 At the date hereof the amount of the Prior Indebtedness is £160,000
- 2 On the sale by the Borrower of the first completed unit at the Property the Borrower will pay £35,000 of the Net Proceeds of Sale to the holders of the Prior Charge in part repayment of the Prior Indebtedness or such amount as is then outstanding whichever is the lesser. On the sale by the Borrower of the any subsequent unit at the Property, the Borrower will pay £25,000 of the Net Proceeds on the sale of each unit to the holders of the Prior Charge towards repayment of any balance of the Prior Indebtedness, or such amount as is then outstanding whichever is lesser, until the Prior Indebtedness has been repaid. The Net Proceeds of Sale means for this purpose the sale price received by the Borrower less sales agents' commission and reasonable and proper legal fees payable by the Borrower.
- 3 The terms summarised in this schedule do not alter or modify the Prior Charge in any respect and if there is any conflict between the Prior Charge and the terms summarised herein the Prior Charge shall take precedence.

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EXECUTED AS A DEED by)
AMOS COMMERCIAL LIMITED)
acting by)

Director
(Full Name)

in the presence of

Witness Signature

Witness Name

Witness Address

EXECUTED AS A DEED by)
STERLING PROPERTY DEVELOPMENTS)
LIMITED)
acting by)

Director
(Full Name)

in the presence of

Witness Signature KMC

Witness Name KATHARINE THOMPSON

Witness Address ONE AMERICA SQUARE
CROSSWALL
LONDON
EC3N 2SG