



Registration of a Charge

Company name: **KEELHAM FARM SHOP LIMITED**

Company number: **06691927**



X6i6T0WO

Received for Electronic Filing: **31/10/2017**

Details of Charge

Date of creation: **27/10/2017**

Charge code: **0669 1927 0006**

Persons entitled: **AMBLER PROPERTIES LIMITED**

Brief description: **10 KIPPING LANE, THORNTON, BRADFORD BD1 3EL**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RAMSDENS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6691927

Charge code: 0669 1927 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2017 and created by KEELHAM FARM SHOP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2017 .

Given at Companies House, Cardiff on 2nd November 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 27/10/2017

LEGAL MORTGAGE OF PROPERTY

between

Keelham Farm Shop Limited

And

AMBLER PROPERTIES LIMITED ~~LIMITED~~

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THIS LEGAL CHARGE is dated 27/10 2017

PARTIES

- (1) **Keelham Farm Shop Limited** incorporated and registered in England and Wales with company number 06691927 whose registered address is Keelham Hall Farm, Thornton, Bradford, BD13 3SS (the **Borrower**).
- (2) **Ambler Properties Limited** incorporated and registered in England and Wales with company number 00682788 whose registered address is 2 Hughendon Drive, Thornton, Bradford, BD13 3AU (the **Lender**).

BACKGROUND

- (A) The Borrower has agreed to buy the Property from the Lender for £70,000.00.
- (B) At the date of the Agreement the Borrower has paid £0.00 to the Lender.
- (C) The Lender has agreed leave £70,000.00 outstanding for a period of 38 Months from the 1st May 2017.
- (D) The Borrower has agreed to execute this charge in favour of the Lender to secure the repayment of £70,000.00.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

Business Day: any day other than Saturday Sunday and any bank or public holiday in England and Wales.

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

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

Loan: The sum of **£70,000.00**.

LPA 1925: the Law of Property Act 1925.

Property: the freehold property purchased by the Borrower described in *Schedule 1*.

Repayment Date: each of the dates specified in *Schedule 6* for repaying the Loan in instalments.

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

Security Period: the period starting on the date of this mortgage and ending on either the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and

discharged in full and no further Secured Liabilities are capable of being outstanding or 1st July 2020 (whichever is the sooner).

VAT: value added tax as provided for in the Value Added Tax Act 1994 and any tax similar or equivalent to value added tax.

1.2 Interpretation

In this legal mortgage:

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

1.3 Nature of security over real property

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

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 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 the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage.

1.5 Third party rights

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

1.6 Schedules

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

2. LOAN

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

3. PURPOSE OF LOAN

The Borrower shall use the Loan to purchase the Property.

4. COVENANT TO PAY

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

5. GRANT OF SECURITY

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

6. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender (by the Borrower on the Lender's behalf) to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of **Ambler Properties Limited** referred to in the charges register or their conveyancer."

7. REPRESENTATIONS AND WARRANTIES

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

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in *Schedule 3* (parts 1 & 2)

9. POWERS OF THE LENDER

The Lender shall have the powers set out in *Schedule 4*.

10. ENFORCEMENT OF SECURITY

10.1 Default

The Loan shall become immediately payable upon the happening of an Event of Default.

10.2 When security becomes enforceable

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

10.3 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage and the statutory powers of sale and of appointment of a receiver under Sections 101 and 109 of the LPA 1925 (as varied and extended under this Deed) shall arise on the execution of this Deed.

10.4 Appointment of a Receiver

Upon the happening of an Event of Default the Lender may in addition to any other remedies available to it:

- (a) Exercise all the statutory powers conferred on Lenders by the LPA 1925 free from the restriction imposed by section 103 of the LPA 1925; and
- (b) Appoint a Receiver (subject to the requirements of general law) to be receiver and or manager with powers to exercise the powers set out in Clause 11 of this Legal Charge; and

11. RECEIVER

- 11.1** The Lender may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.

- 11.2 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.
- 11.3 None of the restrictions imposed by the LPA 1925 in relation to the appointment of Receivers or as to the giving of notice or otherwise shall apply.
- 11.4 Where more than one Receiver is appointed they shall have the power to act severally.
- 11.5 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.
- 11.6 Any Receiver so appointed shall have all the powers conferred on mortgagees or receivers by the LPA 1925 (but without the restrictions contained in Section 103 of that Act) 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.
- 11.7 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 any Event of Insolvency in relation to 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 to bring any proceedings in the name of the Building or otherwise;
 - b. 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;
 - c. 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 Sections 99 and 100 of the LPA 1925) 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;
 - d. 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;
 - e. 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 this security;
 - f. 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 this clause;
 - g. 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;

- h. 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;
- i. to acquire by purchase lease or otherwise any further property assets or rights;
- j. to appoint, employ and dismiss managers, officers, contractors and agents;
- k. 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;
- 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 protection, 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.

11.8 All money received by any Receiver shall be applied by him:

- a. in payment of the costs, charges and expenses of and 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 Loan;
- d. and the surplus (if any) shall be paid to the Borrower or other persons entitled to it.

12. COSTS AND INDEMNITY

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

This mortgage secured on the Property.

Suing for, or recovering, any of the Secured Liabilities.

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

13. RELEASE

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

14. CONTINUING SECURITY

14.1 Continuing security

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

14.2 Rights cumulative

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

14.3 Waivers

Any waiver or variation of any right by the Lender (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

14.5 Delay

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

14.6 Counterparts

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

15. NOTICES

15.1 Service

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

- (a) in writing, delivered personally or sent by recorded or special delivery letter; and
- (b) sent:
 - (i) to the Borrower at:
Keelham Hall Farm, Thornton, Bradford, BD13 3SS
Attention: Victoria Robertshaw
 - (ii) to the Lender at: **2 Hughenden Drive, Thornton, Bradford, BD13 3AU**

Attention: **Paul Ambler**

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

15.2 Receipt by Borrower

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

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by recorded or special delivery post.

A notice or other communication given as described in clause 15.2(a) or clause 15.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

15.3 Receipt by Lender

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

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by recorded or special delivery post.

A notice or other communication given as described in clause 15.2(a) or clause 15.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

16. GOVERNING LAW

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

10 Kipping Lane, Thornton, Bradford, BD13 3EL more particularly described in a conveyance dated 6th November 1962 made between (1) Harold Ambler and (2) H. Ambler and Sons Limited.

Schedule 2 Representations and warranties

1. OWNERSHIP OF PROPERTY

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

2. NO ENCUMBRANCES

The Property is free from Encumbrances other than the Encumbrance created by this mortgage.

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property.

6. NO INTERFERENCE IN ENJOYMENT

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

7. NO OVERRIDING INTERESTS

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

8. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

9. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Schedule 3 Covenants

Part 1. General covenants

1. PAYMENT

THE BORROWER AGREES TO REPAY THE LOAN BY WAY OF ANNUAL REPAYMENTS AS DETAILED HEREAFTER IN SCHEDULE 6.

2. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

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

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

3. PRESERVATION OF PROPERTY

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

4. ENFORCEMENT OF RIGHTS

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

5. COMPLIANCE WITH LAWS

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

6. NOTICE OF BREACHES

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

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

Part 2. Property covenants

1. INSURANCE

The Borrower shall comply with the insurance obligations as set out in the Agreement and shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

2. RATES ETC

The Borrower shall 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.

3. RESTRICTIVE COVENANTS

The Borrower shall observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property.

4. LEASES

The Borrower shall not exercise any of the powers conferred on him by sections 99 of the LPA 1925 or otherwise create any tenancy or lease or part with or share the possession of occupation of or confer upon any person a contractual licence right or interest to occupy the Property or any part thereof.

5. NO RESTRICTIVE OBLIGATIONS

The Borrower 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 whatsoever in or over the whole or any part of the Property.

6. PROPRIETARY RIGHTS

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

7. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall:

- 7.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.

- 7.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

8. VAT OPTION TO TAX

The Borrower shall not, without the prior written consent of the Lender exercise any VAT option to tax in relation to the Property or revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage.

Schedule 4 Powers of the Lender

1. POWER TO REMEDY

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. EXERCISE OF RIGHTS

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

Schedule 5 Events of Default

1. NON-PAYMENT

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

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

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 5 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. MISREPRESENTATION

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

4. INSOLVENCY

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

Schedule 6 Repayment

1. REPAYMENT

The Borrower shall repay the Loan by repaying the amount set out below

Repayment	Amount
Starting on the first May 2017 36 equal payments of	£1,500.00
Immediately followed by 2 equal monthly payments of	£8,000.00
Total Repaid over the 38 Months from 1st May 2017	<u>£70,000.00</u>

Executed as a deed by **KEELHAM
FARM SHOP LIMITED**

.....

Acting by a Director:

in the presence of:

.....

SIGNATURE OF WITNESS

.....

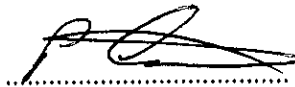
NAME OF WITNESS

.....

ADDRESS OF WITNESS

.....

Executed as a deed by **AMBLER
PROPERTIES LIMITED**



.....

Acting by a Director:

in the presence of:

.....

SIGNATURE OF WITNESS

Darren Beck
.....

NAME OF WITNESS

3 Carfax Place, Hal-hex, HX1 7SB
.....

ADDRESS OF WITNESS

.....