

1525118/23

in accordance with
Sections 853A and
853B of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 an instrument. Use form MR08.

WEDNESDAY



A6XCNSWP

A11

10/01/2018

#286

COMPANIES HOUSE

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number ☒ 0 7 3 3 6 9 2 9

Company name in full ☒ Grocott & Murfit Limited

0 0 0 7

For information

Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 0 8 / 0 1 / 2 0 1 8

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 ☒ Neil Dyson

Name ☒ Julie Amanda Dyson

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

✓
The Barn
Mill Lane
Wighton
Wells-next-the-Sea
Norfolk
✓ NR23 1PV

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.

Presenter name **C Hoxley**

Presenter name **Butcher Andrews**

Address **1 Old Post Office Street**

Post town **Fakenham**

County or town **Norfolk**

Postcode **N R 2 1 9 B L**

Country **England**

Postcode **31351 Fakenham**

Postcode **01328 852804**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7336929

Charge code: 0733 6929 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2018 and created by GROCOTT & MURFIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2018.



Given at Companies House, Cardiff on 12th January 2018




Companies House



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

PRIVATE & CONFIDENTIAL

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

 9/1/18 -
BUTCHER ANDREWS
SOLICITORS
FAKENHAM, NORFOLK

Dated 8 January 2018

(1) GROCOTT & MURFIT LIMITED

and

(2) NEIL DYSON and JULIE AMANDA DYSON

MORTGAGE OF RESIDENTIAL PROPERTY (ALL MONIES)

OF

The Barn, Mill Lane, Wighton, Wells-Next-The-Sea, Norfolk NR23 1PB

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THIS MORTGAGE is made on 8 January

2017

BETWEEN:

- (1) **GROCOTT & MURFIT LIMITED** incorporated and registered in England and Wales with company number 07336929 whose registered office is at Unit 2 Hawthorn Way, Clipbush Business Park, Fakenham, Norfolk NR21 8SZ (the "**Borrower**")
- (2) **NEIL DYSON and JULIE AMANDA DYSON** of Water Hall, Mill Lane, Wighton, Wells-Next-The-Sea, Norfolk NR23 1PB (the "**Lender**")

IT IS AGREED as follows:

1 Interpretation

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

1.1 Definitions:

Overage Deed

An overage deed in relation to the Property dated the same date as this legal charge and made between (1) the Lender and (2) the Borrower

Property

The property referred to in the Schedule hereto

Repayment Date

The Payment Date (as that term is defined in clause 1.1 of the Overage Deed)

2 Principal Covenant

The Borrower covenants with the Lender to pay on demand to the Lender on Repayment Date all monies and liabilities whether certain or contingent which now are or at any time hereafter may be due, owing or incurred by the Borrower to the Lender or for which the Borrower may be or become liable to it in any manner whatsoever (whether alone or jointly with any person in whatever name, style or firm and whether as Principal or surety) together with any interest and all other legal and other costs and expenses incurred by the Lender in relation to this Deed or in enforcing the security hereby created on a full and unqualified indemnity basis.

3 Security

- 3.1 The Borrower with full title guarantee charges by way of legal mortgage the Property as a continuing security with the payment to the Lender of the principal money, liabilities, interest and other money hereby covenanted to be paid by the Borrower.
- 3.2 In favour of a purchaser the principal money hereby secured shall be deemed to have become due on the Repayment Date and the statutory power of sale as hereby varied or extended shall be exercisable from and after that date which date (without prejudice to the equitable right to redeem) shall be the redemption date.

4 Borrower's Covenants

The Borrower hereby further covenants with the Lender that:-

- 4.1 during the continuance of this security to insure and keep insured or to procure that any party to any lease of the Property complies with its obligations to so insure the Property and every part thereof (whether fully built or in the course of construction) including all fixtures and fittings (which are landlord's fixtures and fittings) now or for the time being comprised therein insured against loss, damage or breakage by fire, aircraft, storm, tempest, earthquake, burst pipe and accident and such other risks (if any) as the Lender may reasonably determine to be the full reinstatement value from time to time thereof (being in a sum not less than any sum which the Borrower may from time to time (but without being obliged so to do) specify) with the interest of the Lender noted on the policy such policy to contain (if available) a standard mortgagee Clause whereby such insurance will not be vitiated or avoidable as against a mortgagee in the event of any misrepresentation, act or neglect or failure to disclose on the part of the insured party or parties or in the event of any circumstances beyond the control of the insured party or parties (subject to the payment of any increased premium required by the insurer) and will duly and punctually pay all premiums and other monies necessary for effecting and keeping up such insurance immediately on the same becoming due or will ensure that any tenant of the Property so pays in accordance with the obligations under any lease of the Property and will on demand (but not more than once per annum) produce to the Lender the policy or a copy thereof or evidence of such insurance as aforesaid and the receipts for every such payment or evidence of payment and that if default shall at any time be made by the Borrower (or any tenant in possession) in insuring the Property as aforesaid the Lender may insure and keep the same insured to the full reinstatement value thereof and any monies expended and costs incurred by the Lender under this provision shall be

deemed to be properly paid and incurred by the Lender and be recoverable as such and the Borrower will on demand repay the Lender all payments made by it for that purpose together with interest thereon computed as aforesaid the Lender will require any monies received under any such policy or policies of insurance as aforesaid however effected to be applied in or towards making good the loss or damage in respect of which the same shall have been received (other than in respect of loss of rent) and the Borrower shall hold any monies received by it in respect of any loss or damage to the Property or any part thereof (whether the same shall or shall not have been received under any such policy or policies aforesaid or otherwise) for that purpose;

- 4.2 forthwith upon request made by the Lender or its receiver the Borrower will as far as it is legally able deliver to the Lender or its receiver a duly perfected assignment or other assurance by way of security only in favour of the Lender or its receiver of the benefit from time to time vested in the Borrower of any guarantee or surety given in respect of the covenants, liabilities and obligations on the part of the tenant or other relevant third party to be observed and performed in any lease or other interest whether proprietary or contractual derived from the Borrower's interest in the Property;
- 4.3 the Borrower will observe and perform each and every restrictive covenant, stipulation or provision which ought to be observed and performed by the Borrower in respect of the Property or any part thereof and will at all times render harmless and keep indemnified the Lender from and against all proceedings, actions, costs, claims, damages, expenses and demands by reason or on account of any non observance or non performance hereof and that in the event of the failure of the Borrower to comply with the foregoing covenants the Lender may do all such acts and things as may be necessary to secure the observance or performance of all or any of the said restrictive covenants, stipulations or provisions and all monies and expenses expended or incurred by the Lender under this provision shall be deemed to be properly paid or incurred by the Lender and recoverable from the Borrower as such;
- 4.4 the Borrower will not exercise the powers conferred by section 99 of the Law of Property Act 1925 and in particular will not grant or agree to grant any lease or tenancy of the Property or any part thereof accept or agree to accept a surrender of any lease of the Property nor will the Borrower confer upon any person or persons a contractual licence, right or interest to occupy the Property or any part thereof not part with or share the possession or occupation of the Property or any part thereof save as may be otherwise agreed with the Lender such agreement not to be unreasonably withheld or delayed;

- 4.5 the Borrower will keep the Property and every part thereof (whether completed or in the course of erection) all fixtures, plant, machinery, fittings and apparatus belonging to the Borrower now or for the time being comprised in or subject to this security in good and substantial repair and in proper working order to the reasonable satisfaction of the Lender and will permit the Lender and its architects, surveyors and other agents or servants with or without workmen and others at any time at convenient hours in the day time upon reasonable prior notice (except in case of emergency) to enter upon the Property or any part thereof and to examine the state and condition thereof and the Borrower will carry out such repairs as the Lender shall consider to be necessary. In the case of default and subject to the rights of lessees in occupation the Lender may enter the Property and repair and keep the same and every part thereof in repair and any monies expended and costs incurred by the Lender under this provision shall be deemed to be properly paid and incurred by the Lender and recoverable from the Borrower as such and the Lender shall not be deemed to have taken possession of the Property or any part by reason only of having entered the Property for such purposes or of having carried out such works;
- 4.6 during the continuance of this security the Borrower will pay or procure the payment of all rent, rates, taxes, levies, assessments, impositions and outgoings whatsoever whether governmental, municipal or otherwise which may be imposed upon or payable in respect of the Property as and when the same shall become payable and on demand to produce the receipt for such payments;
- 4.7 the Borrower will not during the continuance of this security mortgage, charge or in any other way whatsoever dispose of the Property or any interest therein or permit any lien or other encumbrance to arise on the Property or any part thereof nor on the whole or any part of any monies receivable by or on behalf of the Borrower arising in relation to the Property nor assign or otherwise dispose of any such monies whether absolutely or by way of security;
- 4.8 the Borrower will not during the continuance of this security pull down, waste, destroy or injure or in any manner or by any means lessen or suffer to be lessened the value of the Property or any part thereof save in accordance with any scheme in respect of which the Lender has given its consent in writing;
- 4.9 the Borrower will forthwith upon receipt of any notice, order, direction, requisition, permission, proposal or other matter whatsoever affecting or likely to affect the Property or any part thereof and received by the Borrower from any third party give full particulars thereof and (if required) produce the same to the Lender and will at the cost of the

Borrower forthwith either comply with the same or will at the request of the Lender and the Borrower's cost make or join with the Lender in making such objections or representations against or in respect of any such notice or order or proposal for notice or order as aforesaid as the Lender shall in its sole discretion deem expedient and the Borrower shall keep the Lender indemnified against all actions, proceedings, damages, penalties, charges, claims and demands whatsoever in respect thereof. The Lender may without thereby incurring the liabilities of a mortgagee in possession at any time and from time to time enter upon the Property or any part thereof for the purpose of complying with any such notice, order, direction, requisition, permission, proposal or other matter and may do all acts and things necessary or proper for complying therewith and all costs and expenses incurred by the Lender for such purposes shall be deemed to have been properly incurred by the Lender;

- 4.10 the Borrower covenants not to commence, carry out and/or complete any building operations or other development on the Property or any part thereof and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences (other than in connection with the redevelopment of the Property authorised by North Norfolk District Council under planning references PF/11/1270, LA/11/1271, PF/17/0956 and LA/17/0955) without the Lender's prior consent (such consent not to be unreasonably withheld or delayed).
- 4.11 the Borrower will not do or omit or suffer to be done or omitted any act or thing in respect of the Property or any part thereof required to be omitted or done by the Planning Acts or the Caravan Sites and Control of Development Act 1960 or by the Housing Acts 1957 to 1988 and will at all times hereafter indemnify and keep indemnified the Lender against all costs, proceedings, actions, expenses, claims and demands in respect of any such matter or thing contravening any such provision as aforesaid and further will observe any and every enactment (which expression in this Clause includes as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the employment of persons in the Property;
- 4.12 the Borrower will forthwith upon becoming aware of the same give written notice to the Lender of any material damage to the Property or any part thereof;
- 4.13 the Borrower duly covenants to observe and perform the provisions of every facility letter and/or loan agreement which has been or at any time during the continuance of this security may be issued by the Lender and accepted by the Borrower or entered into by the Lender and Borrower;

- 4.14 subject to the rights of the lessees in occupation of the Property the Borrower will permit the Lender and persons authorised by the Lender to have access to the Property from time to time and at reasonable times for all purposes connected with this security and for the purpose of carrying out a valuation or valuations of the Property which valuations (but not more than once in each year of the term) will be at the Borrower's expense;
- 4.15 the Borrower will keep the Lender and any receiver appointed by it fully and effectually indemnified from and against all actions, proceedings, costs, claims and demands whatsoever in respect of any breach or non observance or non performance of the covenants contained in this Clause;
- 4.16 the Borrower will procure that during the continuance of this security all deeds and documents comprising the title to the Property or in any way affecting the Property shall be deposited with the Lender or its solicitors.

5 Law of Property Act

- 5.1 Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale and the appointment of a Receiver shall as between the Lender and the purchaser be exercisable at any time after the execution of this security but as between the Lender and the Borrower the Lender shall not exercise the said power of sale until payment of the monies hereby secured has been demanded on or after the Repayment Date and the Borrower has made default in paying the same but this provision is for the protection of the Borrower only and shall not affect the purchaser or put him upon enquiry whether such default has been made.
- 5.2 Section 93 of the Law of Property Act 1925 shall not apply to this security and the Borrower and his successors in title shall not be entitled to redeem this security without at the same time redeeming every or any existing or future mortgage for the time being held by the Lender on other property now or at any time hereafter belonging to the Borrower or his successors in title or to redeem any other such mortgage without at the same time redeeming this security.

6 Sale

On any sale by the Lender pursuant to the terms hereof:-

- 6.1 the Property or any part thereof may be sold either discharged from or subject to any prior charge and upon any terms of indemnity against the same as the Lender may think fit;
- 6.2 subject to the rights of any lessees in occupation of the Property the Lender may without the consent of the Borrower sell the Borrower's plant, machinery and other fixtures (if any) comprised in the Property or any part thereof either together with the Property to which they are affixed or separately and detached therefrom;
- 6.3 any sale by the Lender may be for cash debentures or other obligations, shares, stocks or other valuable consideration and may be payable as a lump sum or by instalments (with or without payment of interest thereon) spread over such period as the Lender shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby;
- 6.4 the Lender may grant options of any nature whatsoever in respect of all or any part of the Property whether or not contained in or in conjunction with any lease granted pursuant to Clause 6 hereof.

7 **Subsequent Encumbrance**

The Borrower will immediately after the creation thereof give notice to the Lender of any encumbrance made after the execution of these presents affecting this security together with full particulars of such encumbrance and notwithstanding anything contained in sections 197 and 198 or any other section of the Law of Property Act 1925 or any other Acts passed or to be passed registrations of such encumbrance shall not be deemed notice to the Lender of such encumbrance.

8 **Registered Land**

The Borrower will procure and hereby applies for the registration in the Registers of the Property at the Land Registry of a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{8 January 2018} ~~date~~ in favour of Julie Amanda Dyson and Neil Dyson ^{entry} referred to in the charges register or their conveyancer".

9 **Transfer of Debt etc**

It is hereby agreed as follows:-

- 9.1 the Lender may transfer the benefit of this security and the total amount of the liabilities of the Borrower to the Lender at the time of the transfer shall be treated as principal money already due at that date;
- 9.2 all costs, charges and expenses incurred hereunder by the Lender and any Receiver appointed by the Lender and all other monies paid by the Lender in perfecting or otherwise in connection with this security or in respect of the Property including without prejudice to the generality of the foregoing all monies advanced or paid by the Lender to any Receiver for the purposes set out in *Clause 10* hereof and all costs of the Lender of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies and liabilities hereby secured (whether or not such costs, charges, expenses and monies or part thereof would be allowable upon the standard basis or solicitor and own client taxation by the Court) shall be recoverable from the Borrower as a debt and shall bear interest accordingly and shall be charged on the Property;
- 9.3 the Lender shall not be liable for any involuntary losses which may occur in the exercise of all or any of its powers under this charge (save where such loss has been caused solely by reasons of any default or neglect on the part of the Lender or its agents).

10 **Receiver**

- 10.1 At any time after the Repayment Date the Lender shall have demanded payment in respect of any monies or liabilities hereby secured and the Borrower has made default in payment of the same or if requested by the Borrower the Lender may appoint by writing any person or persons (whether an officer or employee of the Lender or not) to be a Receiver and Manager or Receivers and Managers ("**Receiver**" which expression shall where the context so admits include the plural and any substituted Receiver and Manager or Receivers and Managers and so that where more than one Receiver and Manager is appointed they may be given power to act jointly or severally) of all or any part of the Property.
- 10.2 The Lender may from time to time determine the reasonable and further remuneration of the Receiver and may remove the Receiver and appoint another in his place.

10.3 The Receiver shall (so far as the law permits) be the agent of the Borrower (who shall alone be personally liable for his acts, defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to the Lender's power) the Receiver shall have the power in the name of the Borrower or otherwise to do the following things namely:-

10.3.1 to take possession or collect and get in all or any part of the Property and for that purpose to take, defend or otherwise conduct, settle and/or dispose of any proceedings as he shall reasonably think fit in the name of the Borrower or otherwise;

10.3.2 to commence, carry out and/or complete any building operations or other development on the Property or any part thereof and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;

10.3.3 to borrow money from the Lender or others on the security of the Property or otherwise;

10.3.4 to provide such facilities and services for tenants and other occupiers of the Property and generally to manage the Property in such manner as he shall reasonably think fit;

10.3.5 to manage any business carried on at the Property as agent for the Borrower in such manner as the Lender or he might think fit;

10.3.6 if the Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof and generally on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Lender in such form as it may require;

10.3.7 to sell, let or lease or concur in selling, letting or leasing or agree to do the same or to vary the terms of the termination or accept or agree to accept surrenders of leases or tenancies of the Property or any part thereof in such manner and for

such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as he in his absolute discretion shall think fit;

10.3.8 to make any arrangement or compromise with the Lender as he shall think fit;

10.3.9 to make and effect all repairs, improvements and insurances as he shall think fit;

10.3.10 to appoint managers, officers, contractors and agents for all or any of the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine and to delegate all or any of his powers as he may in his absolute discretion think fit;

10.3.11 to do all other acts and things as the Lender or the Receiver may at their absolute discretion consider expedient for the protection or realisation of the Property or this security or as may be incidental or conducive to any of the matters or powers contained in this Deed or as may or would be capable of being carried out or exercised by an absolute owner;

10.3.12 to grant and acquire such easements, rights, privileges and licenses over or for the benefit of the Property or any part thereof as may be considered expedient.

PROVIDED NEVERTHELESS that the Receiver shall not be authorised to exercise any of the aforesaid powers if and in so far and so long as the Lender shall in writing exclude the same within or at the time of his appointment or subsequently.

10.4 All money received by the Receiver shall be applied first in payment of his proper remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred, secondly in providing for the matters specified in the first three paragraphs of sub section 8 of section 109 of the Law of Property Act 1925, thirdly in or towards the payment of any debts or other imposts which are by statute made payable in preference to the monies hereby secured to the extent to which such debts or imposts are made so payable and fourthly (when so required) in or towards satisfaction of the money and liabilities and other sums hereby secured and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of sections 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein.

10.5 All monies properly expended by the Receiver shall on demand be repaid by the Borrower with interest thereon from the respective times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged on the Property.

10.6 All powers of the Receiver hereunder may be exercised by the Lender whether as attorney of the Borrower or otherwise.

10.7 In no circumstances shall the Lender be liable to account to the Borrower as mortgagee in possession or otherwise for any monies not actually received by the Lender.

11 **Further Assurances etc**

11.1 The Borrower hereby covenants with the Lender to sign and/or execute and do all such deeds, documents, acts and things as the Lender or any Receiver appointed by the Lender hereunder may require for perfecting any security hereby constituted for facilitating the exercise of any of their respective powers hereunder.

11.2 For the purpose of securing the interest of the Lender in the Property the Borrower hereby irrevocably and by way of security appoints the Lender and/or any Receiver or Receivers appointed by the Lender hereunder to be its attorney (with full power to appoint substitute and to sub delegate in both cases) with regard to all or any part or parts of the Property on its behalf and in its name or otherwise and as its act and deed to sign, execute and/or do any act or thing necessary hereunder which the Lender or any such Receiver may in its or his absolute discretion consider appropriate in connection with the exercise of any of the powers of the Lender or of such Receiver or the realisation of any security constituted in favour of the Lender or in connection with the Property or any part thereof.

12 **Other Securities**

Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Borrower to the Lender or any right

or remedy of the Lender thereunder and this security shall be in addition to any such other security as aforesaid.

13 **Agent**

Subject to the rights of any lessees in occupation of the Property in the event of the Lender taking possession of the Property the Lender is hereby authorised as agent for the Borrower to remove, store, sell or otherwise deal with any furniture or goods which the Borrower shall refuse to sell or remove from the Property within seven days of being requested so to do by notice from the Lender and the Lender shall not be liable for any loss or damage occasioned by the Borrower. The Borrower shall indemnify the Lender against all expenses incurred by the Lender in relation to such furniture or goods and the Lender shall account to the Borrower for the proceeds of any such sale after deducting any such expenses.

14 **Borrower**

None of the persons included in the expression the "**Borrower**" shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression the "**Borrower**".

15 **Notices**

Any notice, demand or request to be given hereunder by either party to the other shall be given in writing or by telex or facsimile and (without prejudice to any other effective mode of service) shall be deemed to have been sufficiently served if sent to the recipient at the address given above. Service if by post shall be deemed to have been effected on the day following posting and if by telex or facsimile on the date of despatch.

16 **References to Statutes**

References in this Deed to the provisions of any statute include references to the same as in force (including any amendment, modification, consolidation or re enactment) at the time by reference to which the same falls to be interpreted.

17 Additional Security

17.1 The security hereby created is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Borrower.

17.2 Where the security hereby given to the Lender initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of or under the principal security to which this Deed operates as a collateral or further security the security hereby provided shall in respect of any monies which were originally intended to be secured be an independent security for any such monies.

18 Delay

No failure to exercise and no delay in exercising on the part of the Lender any right, power or privilege under this security shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this security are cumulative and not exclusive of any rights or remedies provided by law.

19 Defects and Severability

19.1 The charge hereby granted shall not be discharged nor shall the Borrower's liability be affected by reason of any failure of or irregularity, defect or informality in any security given by or on behalf of the Borrower in respect of monies hereby secured nor by any legal limitation, disability or incapacity or want of any borrowing powers of the Borrower or want of authority of any director, manager, official or other person appearing to be acting for the Borrower in any matter in respect of the monies or liabilities hereby secured.

19.2 Each of the provisions of this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20 Interpretation

20.1 In this Deed, unless the context otherwise requires:-

"Lender"	includes its successors and assigns (whether immediate or derivative) including, without limitation, an entity which assumes the rights and obligations of such party by operation of the law of the jurisdiction of incorporation or domicile of such party and any person, form or body corporate or unincorporate with which it may merge or amalgamate and any branch or subsidiary <i>wheresoever situate to the intent that this Deed shall constitute a continuing security in favour of such new company as if it had been expressly named herein.</i>
"Borrower"	includes the successors and assigns of the Borrower.
"Receiver"	is as defined in Clause 10.1.

20.2 If there are two or more parties hereto of the first part the expression the **"Borrower"** shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as the singular and all covenants, charges, agreements and undertakings herein expressed or implied on the part of the Borrower shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties and in particular this security and the covenant in Clause 1 hereof and the remaining covenants, charges, agreements and undertakings herein contained or implied shall extend and apply to any monies owing or liabilities incurred by any of such parties to the Lender whether solely or jointly with each other or with any other person and references to the Borrower shall where the context permits means and include any one or more of such parties as well as such parties jointly.

20.3 Any gender includes a reference to any other gender.

21 Headings

Headings used in this Deed are for ease of reference only and shall not affect the construction thereof or any part thereof.

22 Applicable Law and Jurisdiction

This Deed shall be governed by English law and the parties agree that for the exclusive benefit of the Lender and the Courts of England shall have jurisdiction in respect of any proceedings arising out of or in connection with this Deed but nothing herein shall be treated as limiting the right of the Lender to proceed in any other jurisdiction as it may in its reasonable direction determine.

23 Contracts (Rights of Third Parties) Act 1999

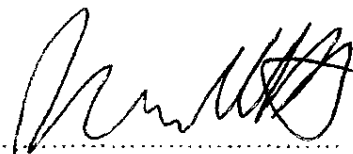
A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE

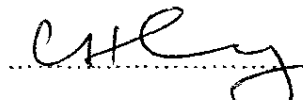
All that property known as The Barn, Mill Lane, Wighton, Wells-Next-The-Sea, Norfolk as transferred to the Borrower by virtue of a transfer dated the date hereof and made between (1) Neil Dyson and Julia Amanda Dyson and (2) Grocott and Murfit Limited.

SIGNED as a DEED AND DELIVERED by
Daniel Grocott
GROCOTT & MURFIT LIMITED acting by/(a director)



in the presence of:

W Signature:



I Name:

CHRISTOPHER HOXLEY

T Address:

1 Old Post Office Street

N

Fulsternham

E

Norfolk

S

NP21 9BL

S Occupation:

Solicitor

EXECUTED as a DEED AND DELIVERED by

JULIE AMANDA DYSON

in the presence of:

W Signature:

I Name:

T Address:

N

E

S

S Occupation:

EXECUTED as a DEED AND DELIVERED by)

NEIL DYSON

in the presence of:)

W Signature:

I Name:

T Address:

N

E

S

S Occupation: