Legal Charges 126959/B

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

IRIS 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

X **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR0

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

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the char delivered outside of the 21 days it will be rejected unless it is accom 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

THURSDAY

A2ESE3AR
A07 15/08/2013 #383
COMPANIES HOUSE

1 **Company details**

3 For official use

Company number: 0 8 2 1 0 6 7 6

Company name in full: 786 PROPERTIES (MANCHESTER) LIMITED

→ **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: d 0 d 8 m 0 m 8 y 2 y 0 y 1 y 3

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: GOLDCREST FINANCE 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

4 Description

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

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

Description

All that leasehold land and building being 919 Stockport Road Levenshulme Manchester M19 3PZ registered at HM Land Registry under Title Number LA52347

5 Fixed charge or fixed security

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

☐ **Yes**

[x] **No**

6 Floating charge

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

☐ **Yes** Continue

[x] **No** Go to **Section 7**

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

[ ] **Yes**

7 Negative Pledge

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

[x] **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X ~~EAD~~ SOLICITORS LLP X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name GERALD EDWARDS

Company name EAD SOLICITORS LLP

Address PROSPECT HOUSE

COLUMBUS QUAY

Post town LIVERPOOL

County/Region MERSEYSIDE

Postcode L 3 4 D B

Country UNITED KINGDOM

DX 740875 LIVERPOOL 12

Telephone 0151 735 1000

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8210676

Charge code: 0821 0676 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th August 2013 and created by 786 PROPERTIES (MANCHESTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2013

Given at Companies House, Cardiff on 19th August 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

B

Charge

THIS IS AN IMPORTANT DOCUMENT, AND IF YOU SIGN IT YOU WILL BE LEGALLY BOUND. YOU ARE THEREFORE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

THIS DEED OF LEGAL CHARGE entered into on the 8TH day of AUGUST 2013
BETWEEN:

(1)	**THE CHARGOR:**	**786 PROPERTIES (MANCHESTER) LIMITED (Company Number) whose registered office is Situate at Charter House, 33 Greek Street Stockport Cheshire SK3 8AX and also c/o 98 Broad Oak Lane Didsbury Manchester M20 5GG**
(2)	**THE LENDER:**	**Goldcrest Finance Limited (Company Number 03320726) Bartle House 9 Oxford Court Manchester M2 3WQ**
(3)	**THE GUARANTOR:**	**TAHIR MAHMOOD of 98 Broad Oak Lane Didsbury Manchester M20 5GG**

relating to -

THE PROPERTY:	**The leasehold land and buildings 919 Stockport Road Levenshulme Manchester M19 3PZ registered at HM Land Registry under Title Number LA52347**

WITNESSES as follows

1. **The Conditions**
   This Charge incorporates the Charge Conditions annexed hereto ("the Conditions") which shall be read as one with and form part of this charge

1. **Covenant to pay**
   The Chargor hereby covenants with the Lender to pay to the Lender on demand each and every part of the Indebtedness when it becomes due and payable

2. **Charge**
   The Chargor with full title guarantee **hereby charges** the Property by way of legal mortgage as a continuing security for the payment or discharge on demand of the Indebtedness

3. **Land Registry Restriction**
   The Chargor requests the Land Registrar to enter a restriction on the Register of any registered land hereby charged in the following terms

   "No disposition of the registered estate is to be registered without a written consent by the proprietor for the time being of the charge dated 8TH AUGUST 2013 in favour of Goldcrest Finance Limited referred to in the charges register"

4 **The Lender's right to seek repayment**
   The Indebtedness hereby secured shall (for the purpose of the exercise of all statutory or other powers and generally) become due and payable on demand

5. **Guarantors Covenants to pay**
   The Guarantor covenants with the Lender to pay to the Lender the indebtedness in the terms set out in Clause 21 of the Conditions

7. **Rights of Third Parties**
Neither the Chargor nor the Lender intend that any term of this Charge may be enforced pursuant to the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this deed

8. **Counterparts**
This Charge may be executed in any number of counterparts and all the counterparts when executed and taken together shall constitute one and the same Charge

IN WITNESS of which this Charge has been executed as a deed and caused to be delivered on the date first written

EXECUTED AS A DEED by
786 PROPERTIES (MANCHESTER) LIMITED
acting by

Director

Director/Secretary

Or

EXECUTED AS A DEED by
786 PROPERTIES (MANCHESTER) LIMITED

acting by TAHIR MAHMOOD

a Director in the presence of

Witness Signature

Name

Address

BIRCHFIELDS SOLICITORS LIMITED
10 KNOWSLEY STREET
CHEETHAM HILL
MANCHESTER M8 8GF

Occupation

Hamara Ahmad L L.B.(Hons)
Solicitor
10 Knowsley Street
Cheetham Hill
Manchester M8 8GF

SIGNED AS A DEED by the said
TAHIR MAHMOOD in the presence of

TAHIR MAHMOOD

Witness Signature

Name Afshan Manzoor

Address AIM Legal Limited
The tube business Centre office 30
86 North street, Manchester M8 8RA

Occupation Solicitor.

THE CHARGE CONDITIONS

1. Definitions and interpretation

1.1. The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations -

"Chargor" shall mean **786 PROPERTIES (MANCHESTER) LIMITED**

"Guarantor" shall mean **TAHIR MAHMOOD**

"this Charge" shall mean this Deed of Legal Charge as from time to time varied or supplemented, whether by deed or otherwise

"Expenses" shall mean all expenses and costs (on a full indemnity basis) incurred by the Lender or any Receiver in connection with the Property or this Charge or in taking, perfecting, enforcing or exercising (or in contemplation of, or attempting so to do) any powers rights or remedies under this Charge

"the Indebtedness" shall mean all monies, liabilities and obligations due, owing or incurred from or by the Chargor to the Lender from time to time whether present, future, actual or contingent and whether incurred severally or jointly with others or as principal or surety and irrespective of the currency in respect of which any such monies, liabilities and obligations may be denominated and all Expenses and interest which the Lender may charge or incur in relation to the Chargor or this Charge or the enforcement of this Charge or the Property on a full indemnity basis and so that interest shall be computed on the terms agreed between the parties as well after as before any judgement

"LPA 1925" shall mean the Law of Property Act 1925

"Planning Acts" shall mean the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning and Compensation Act 1991 and all other legislation relating to planning

"Property" shall have the meaning ascribed to it at the commencement of this Charge, and shall include all additions thereto and all fixtures and fittings in the nature of fixtures (not being chattels within the meaning of the Bills of Sale Acts) now or hereafter in or about the Property, and shall include any part or parts thereof

"Receiver" shall mean any one or more receivers or administrative receivers appointed under this Charge, and shall include any substitute receiver or receivers

"Related Person" shall mean the Chargor's spouse (as well as any person (whether or not of the opposite sex) whose relationship with the Chargor has the characteristics of the relationship between husband and wife), parent, brother, sister, child, grandparent and grandchild

1.2. The expressions "the Lender" and "the Chargor" shall have the meanings respectively ascribed to them at the commencement of this Charge, and shall include their respective successors in title and assigns, and covenants entered into by the Chargor are entered into by the Chargor for and on behalf of the Chargor and the successors in title and assigns of the Chargor

1.3. Where "the Chargor" includes two or more persons or bodies -

1.3.1 the liabilities of such persons or bodies shall be joint and several, and any event referred to in this Charge shall be deemed to have happened if it happens in relation to any one of those persons or bodies

1.3 2. all indebtedness and liabilities of the Chargor to the Lender shall mean all indebtedness and liabilities of all, or any one or more, of such persons or bodies to the Lender

1 4. For these purposes "person" shall have the meaning given to it by the Interpretation Act 1978 and includes an association or partnership (whether or not having a separate legal personality), and "body" shall have the meaning given to "body of persons" by the Income and Corporation Taxes Act 1988

1.5. The Clause and Condition headings are for convenience only, and shall not be taken into account in the construction or interpretation of this Charge

1.6. Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended, replaced, or re-enacted, and includes reference to any sub-ordinate legislation (including any European Community law which is applicable in the United Kingdom), order, regulation or direction made under or by virtue of that Act or legislation

1.7. The singular includes the plural and vice versa, and words importing one gender only include all other genders

1.8. Where a restrictive obligation is imposed on the Chargor, it shall be deemed to include an obligation on the Chargor not to permit or suffer such restrictive obligation to be done by any other person or body

2 The Chargor's Covenants

The Chargor hereby covenants with the Lender -

2.1. Use of property

2 1 1 Not to use the Property as or in connection with a dwelling,

2 1 2 Not to allow the Property to be used as or in connection with a dwelling by a Related Person

2.2. Repair

2.2.1. To keep the Property in good and substantial repair, and in default the Lender or any Receiver may enter and effect all necessary repairs, works of reinstatement and other works at the expense of the Chargor

2.3. Insurance

2.3.1. To insure and keep insured (in the joint names of the Chargor and the Lender) the Property against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Lender If the Property is leasehold and the property insurance is the obligation of the landlord of the Property, then, if the Chargor shall procure the due compliance by the landlord with its insurance obligations, the Chargor shall be deemed to have complied with the Chargor's obligations under this Condition in relation to the Property

2.3.2. Punctually to pay all premiums (and other moneys) in respect of such insurances

2.4 Other insurance provisions

2.4.1. If the Chargor is in default under Condition 2 3, the Lender or any Receiver may effect all necessary insurances at the expense of the Chargor, and for that purpose may enter the Property

2.4.2 To use best endeavours to produce copies of all insurance policies, and evidence of payment of premiums, within 14 days after request being made by the Lender and, if so requested by the Lender, to deposit with the Lender every relevant policy of insurance

2.5. Application of insurance monies

2.5.1 (Subject to the provisions of any lease under which the Property is held or of any prior charge), to apply all money received under any such insurances in making good the relevant loss or damage or (at the option of the Lender) in or towards the discharge of the Indebtedness thereon

2.5.2. (Subject as set out in Condition 2 5 1) all such insurance monies are hereby charged to the Lender and if the same are not paid by the insurers directly to the Lender they shall be held on trust for the Lender

2.6. Payment of outgoings

2.6.1. To pay punctually all rates, rents, taxes, levies, assessments, impositions and outgoings (including those of a novel nature) imposed upon or payable in respect of the Property, and to produce to the Lender on demand evidence of the payment of the same

2 6.2. If any such sums shall be paid by the Lender or by any Receiver, they shall be repaid by the Chargor on demand

2.7 Right of Entry

2.7.1. To permit the Lender and any Receiver and their authorised representatives to enter the Property on reasonable notice (except in case of emergency) for any reasonable purpose including (without prejudice to the generality of the foregoing) for the purposes of inspecting the same, and of checking whether or not the Chargor is in breach of any legislation relating to the Property or anything on or done on the Property, and of carrying out environmental assessments or audits or monitoring tests

2.7.2. To provide to the Lender or any Receiver such information in relation to the Property as it or he shall reasonably request

2 8 Compliance with covenants

2.8 1 To observe and perform all covenants, conditions and stipulations from time to time affecting the Property and, in particular (but without prejudicing the generality thereof), all covenants, conditions and stipulations contained in the lease (if any) under which the Property is held

2.8.2. If the Chargor shall receive any notice served under Section 146 of the LPA 1925, or if any proceedings shall be commenced for forfeiture of any lease under which the Property is held, or if there shall be any attempt by any landlord to re-enter the Property, to give immediate notice to the Lender in

writing and at the request of the Lender (but at the cost of the Chargor) to take such steps in respect of the same as the Lender shall require

2 9. Compliance with legislation

2 9.1. To comply with all legislation relating to the Property or its use or anything on or done on the Property including (but without prejudice to the generality of the foregoing) the Planning Acts, the Building Act 1984, the Environmental Protection Act 1990, the Environment Act 1995 and the Water Resources Act 1991

2.9.2. To carry out all works and maintain all arrangements which any relevant public or statutory authority may require, recommend or direct to be carried out or maintained in relation to the Property, and in default the Lender or any Receiver may (but shall not be obliged to) enter and effect all necessary works and arrangements at the expense of the Chargor

2 9 3 To notify the Lender as soon as possible (and in any event within 48 hours) after the receipt of any notice, request for information, summons, complaint or letter from any person or statutory authority under the terms of any legislation relating to the Property or anything on or done on the Property, and to provide to the Lender, if so requested, a copy of the same

2.9.4. To produce to the Lender a copy of all environmental assessments or audits obtained or received by the Chargor in relation to the Property

2 10. Development & Leasing

2.10 1. Not to make any change of use or (within the meaning of the Planning Acts) any material change of use of the Property without the Lender's prior written consent

2.10.2. Not to carry out in, on, over or under the Property any other development within the meaning of the Planning Acts without the Lender's prior written consent (such consent not to be unreasonably withheld)

2.10.3. Not to grant or accept a surrender of any lease, licence to occupy or franchise relating to the Property, or to vary or attempt to vary the terms of any such lease licence to occupy or franchise without (in any of such cases) the Lender's prior written consent, and not to part with or share occupation of the Property

2 11. Charging and Disposal

2.11.1. Not to create, or purport to create, any other mortgage or charge on any of the Property without the Lender's prior written consent

2.11.2. Not to sell, dispose of, or grant any lease, tenancy or other right in respect of, the Property or any part of it (or agree so to do) without the Lender's prior written consent

2.12. Indemnity

2.12.1. To indemnify and keep the Lender indemnified from and against all actions, charges, claims, costs, damages, proceedings, and other liabilities whatsoever occasioned by any breach by the Chargor of the Chargor's obligations contained in this Charge this indemnity shall remain in full force and effect notwithstanding the payment by the Chargor to the Lender of all monies secured by this Charge

2.13. Perfection of Security

2.13.1. To execute and do all such assurances and things as the Lender may require for perfecting this security, or for preserving the Property, or for facilitating the realisation of the same in such manner as the Lender may think fit, and for exercising all powers conferred by this Charge or by law on the Lender or a Receiver

3 Chargor's Warranty

3 1 The Chargor warrants that the Property is not used as or in connection with a dwelling, and further warrants that the Property is not used as or in connection with a dwelling by a Related Person

4. Rights of Enforcement and Receivers

4.1. Generally

4.1.1. The Chargor's Indebtedness shall be deemed to have become due for the purposes of Section 101 of the LPA 1925 immediately upon a demand for repayment hereunder being made by the Lender

4 1 2. In addition to all other protections afforded by statute, every purchaser (as defined in Section 205 of the LPA 1925) or other party dealing with the Lender or any Receiver shall be entitled to assume without enquiry that such a demand has been duly made and that the Indebtedness is outstanding and has become due

4.1 3. Section 103 of the LPA 1925 shall not apply to this Charge, and the Lender may exercise its powers of sale and other powers under that or any other Act at any time after the date of this Charge

4.1.4. In the event of the exercise of the power of sale, the Lender or any Receiver may agree that the purchase price for Property is paid by instalments on such terms as it or he shall think fit

4.1.5. Section 93 of the LPA 1925 (restricting the Lender's right of consolidation) shall not apply to this Charge

5. Power to Appoint a Receiver

5.1. The Lender may (by writing under the hand of any of its Officers, or under Seal), at any time after any money has become due for payments under this Charge, appoint a Receiver of the Property upon such terms as to remuneration and otherwise as it shall think fit, and may remove any such Receiver and appoint another in his place

5 2 Such Receiver shall be the agent of the Chargor, and the Chargor shall be solely responsible for the Receiver's acts and defaults and for his remuneration, costs, charges and expenses

5.3. When two or more persons are appointed to be the Receiver their powers may be exercised by them jointly or severally

6 Powers of Receiver

6.1. The Receiver so appointed shall be entitled (without any consent by or notice to the Chargor and notwithstanding the bankruptcy or insolvency of the Chargor) to exercise all powers conferred on a Receiver by law, and in addition (but without prejudicing the foregoing) such Receiver shall have power -

6.1 1. To take possession of and generally manage the Property

6.1.2. To carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment

6.1.3. To purchase or acquire any land and purchase, acquire or grant any interest in or right over land

6 1.4 To sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property without restriction

6.1.5. To manage the Property in such a manner as he thinks fit, and to vary the terms of any lease relating to the Property, and to negotiate and agree rent reviews under any such lease

6.1.6. To carry into effect and complete any transactions by executing deeds or documents in the name of or on behalf of the Chargor

6.1.7. To take, continue or defend any proceedings and enter into any arrangement or compromise

6 1 8. To remove, store sell or otherwise deal with any fixtures and fittings which the Chargor shall fail to remove from the Property within 7 days after being requested so to do, and to account to the Chargor for the proceeds of any such sale (after deducting the expenses of such sale)

6.1 9 To insure the Property and any works, and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

6.1.10. To employ advisers, consultants, managers, agents, workmen and others

6.1.11. To purchase materials, tools, equipment, goods or supplies

6.1.12. To borrow any money and secure the payment of any money in priority to the monies secured by this Charge for the purpose of the exercise of any of his powers

6 1.13 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

7. Further Assurance

7.1 The Chargor shall do all such acts and things, and shall execute all such assurances and instruments as the Receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

8. Application of Monies

8.1. All monies received by the Receiver shall (subject to the provisions herein or in the LPA 1925 contained as to the application of insurance monies) be applied by him in the following order -

8.1.1. First in satisfaction of all costs, charges, borrowings and expenses properly incurred and payments properly made by the Receiver, and of the remuneration of the Receiver

8.1.2. Secondly in providing for the remaining matters specified in Section 109 (8) of the LPA 1925

8.1.3. Thirdly in or towards satisfaction of the Indebtedness

9. Powers Exercisable by the Lender

9 1. All or any of the powers hereby or otherwise conferred on the Receiver may be exercised by the Lender without first appointing a Receiver, or notwithstanding any appointment

10 Power of Attorney

10.1. The Chargor hereby irrevocably appoints the Lender and any nominee of the Lender and, separately, any Receiver and any nominee of the Receiver severally to be the Attorney of the Chargor (with full power of substitution and delegation) and in the Chargor's name or otherwise and on the Chargor's behalf and as the Chargor's act and deed to sign, seal, execute, deliver, perfect and do all deeds instruments, acts and things which may be required by the Lender or the Receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

10.2 The Chargor will ratify or confirm any deeds, instruments, acts and things which any such Attorney may lawfully sign, execute or do

11. Continuing Security

11.1. This Charge secures all advances already made and any to be made to the Chargor, and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever

11 2. This Charge shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of the whole or any part of the Indebtedness

12. Remedies Generally

12.1. The Lender's rights and remedies under this Charge or otherwise howsoever arising shall not be affected by any time, indulgence or forbearance which the Lender might give or show to the Chargor or any other person or otherwise

12 2 No single or partial exercise of any right or remedy shall preclude any further exercise of them, or the exercise of any other right or remedy The Lender's rights and remedies under this Charge are cumulative, and are not exclusive of any rights or remedies provided by law

12 3 This Charge shall be in addition to, and shall not merge with, or otherwise prejudice or affect, any other right, remedy, guarantee or security which the Lender may now or at any time hereafter hold for or in respect of the Chargor's Indebtedness, and it may be enforced notwithstanding the same and in particular irrespective of the validity or enforceability of the same

12.4. Each of the provisions of this Charge is severable and distinct from the others, and if at any time any one or more provision is or becomes invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired thereby In addition the Lender may (by giving notice in writing to the Chargor) amend any such provision (but so as not to impose any more onerous obligation on the Chargor than as presently subsisting) with a view to rendering such provision (so amended) legal, valid or enforceable

12 5 The Lender may from time to time waive or authorise, on such terms and conditions (if any) as it shall deem expedient, any breach or threatened breach by the Chargor of the Chargor's obligations or conditions contained in this Charge without prejudice to the Lender's rights and remedies in respect of any subsequent breach of them

13. Powers of Leasing

13 1 The Lender may, without restriction, grant or accept surrenders of leases, licences to occupy or franchises relating to the Property (including the granting of leases at a premium and a peppercorn rent)

14. Appropriation

14.1. All monies received by the Lender from or on account of the Chargor may be applied by the Lender, either in whole or in part, in reduction of the Indebtedness as the Lender shall think fit

14.2 The Lender may at any time after any money has become due under this Charge (and without notice to the Chargor) combine or consolidate all or any of the then existing accounts between the Lender and the Chargor (including accounts in the name of the Chargor jointly with another), and may set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards the satisfaction of the Chargor's Indebtedness

15. No Liability as Mortgagee in Possession

15.1. Entry into possession of the Property (in whatever manner and for whatever reason) shall not render the Lender or any Receiver liable to account as mortgagee in possession, or liable for any loss upon realisation or for any neglect or default whatsoever

16. Consents

16.1. Where the Lender's consent or approval is required under the terms of this Charge, the same -

16.1.1. shall be void unless given in writing or otherwise as herein provided for, and

16.1.2 shall be given subject to such conditions as the Lender shall think fit (including conditions as to costs)

17. Date of Delivery

17.1. This Charge is intended to be and is hereby delivered on the date of this Charge

18 Certification

18 1. A certificate by an Officer of the Lender as to the amount for the time being due in respect of the Indebtedness shall (in the absence of manifest error) be conclusive evidence for all purposes against the Chargor

18 2 All references to sums payable under this Charge are exclusive of any VAT charged or chargeable thereon

19. Jurisdiction

This Charge shall be governed by and interpreted in accordance with the laws of England

20. Notices

20 1. In this Condition "writing" includes fax or other means of electronic communication and "delivery" includes communication by such means

20.2. Any notice to or demand upon the borrower under this Charge shall be in writing and shall be deemed to have been duly served if -

20.2 1 it is handed to the Chargor personally, or

20.2.2 it is delivered by first class pre-paid or registered or recorded delivery post or by fax or other means of electronic communication addressed to the Chargor at the Chargor's address and/or place of business last known to the Lender, or at the Property, or

20.2.3 it is left at or affixed to the Property or the Chargor's address and/or place of business last known to the Lender

20.2.4. in the event of the Chargor being more than one person, the due service on any one of such persons shall be deemed to be service on them all, and the person on whom the notice or demand is served shall be deemed to have accepted it for himself and as agent for such others

20.2 5. any notice to the Lender under this Charge shall be in writing and shall only be deemed to be duly served if it is posted or delivered to the address of the Lender hereinbefore specified, or to such other address as the Lender may from time to time notify to the Chargor in writing for this purpose

20 2.6. a notice or demand so served shall be deemed to have been effected -

20.2.7. if delivered by hand, when handed to the person specified above or left at the proper address for service

20 2.8 if posted, on the next but one following day (excluding Saturdays, Sundays and public holidays) notwithstanding that it is returned undelivered and (if the Chargor is an individual) notwithstanding the death of the Chargor

20.2.9. if sent by fax or other means of electronic communication, at the time of transmission following receipt of the appropriate transmission activity report unless (i) the sender knows or ought reasonably to know that the transmission has failed or is incomplete (in which case service shall be deemed to have been effected when the notice has been duly transmitted or (ii) transmission takes place on a Saturday or Sunday or a bank or public holiday

21 Guarantors Covenants

21 1. The Guarantor hereby acknowledges that it was a condition of the advance on the security of the Charge that the Guarantor should enter into this Guarantee and covenants with the Lender that in case of any default in the Charge shall be made by the Chargor the Guarantor will on demand pay to the Lender the Indebtedness and agrees that neither the giving of time to the Chargor for the payment of the monies secured by the Charge nor any other indulgence with may be shown to the Chargor shall in any way release or discharge the Guarantor from his liability under this deed

any rule of law or equity to the contrary notwithstanding **PROVIDED THAT** payment to the Lender by the Guarantor under the terms of this Guarantee shall not exceed **NINETY FIVE THOUSAND POUNDS (£95,000.00.)**

We hereby certify this to be
a true and proper copy of
the original
Signed
Date 9 8 2013

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