

MR01

Particulars of a charge



Companies House

009453 / E39

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

You can use the Webf
Please go to www.com

☒ 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
You may not use this form to
register a charge where
instrument Use form M

WEDNESDAY



A27 *A32JGL2B* #205
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

1 Company details

Company number 0 8 8 5 8 4 3 6

Company name in full GR8 BAR LIMITED

3 For official use

→ 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 1 4 m 0 2 y 2 0 1 4

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

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

Name MARSTON'S PLC

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Chattel Mortgage securing all monies obligations and liabilities now or hereafter due and owing to Marston's PLC of all those items of the Company on or about the premises known as 80-82 Seel Street Liverpool L1 4BH

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement 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

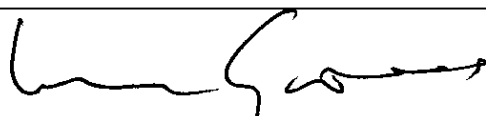
Signature

Please sign the form here

Signature

Signature

X



X

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

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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 Daniel Lunn/Charlotte Lees

Company name Lunn Groves Solicitors

Sterling House

Address 158 Hagley Road

Post town Oldswinford

County/Region West Midlands

Postcode D Y 8 2 J L

Country England

DX N/A

Telephone 01384 397355



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. 8858436

Charge code. 0885 8436 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2014 and created by GR8 BAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2014.

Given at Companies House, Cardiff on 28th February 2014



Companies House



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

14 February 2014

GR8 BAR LIMITED (1)

MARSTON'S PLC (2)

CHATTEL MORTGAGE

Lunn Groves SOLICITORS

Sterling House 158 Hagley Road Oldswinford Stourbridge DY8 2JL

Telephone +44 1384 397355 Facsimile +44 1384 397356 Web www.lunngroves.co.uk Email info@lunngroves.co.uk

DO_285242_1

CERTIFIED AS A TRUE AND COMPLETE
COPY OF THE ORIGINAL

Signed 
for and on behalf of Lunn Groves Solicitors

Dated 25 February 2014

DATE

14 February

2014

PARTIES

- (1) **GR8 BAR LIMITED** (Company Number 08858436) whose registered office is at 1-5 Tithebarn Street Liverpool Merseyside L2 2NZ ("the Company")
- (2) **MARSTON'S PLC** (Company Registration Number 31461) which has its registered office at Marston's House Brewery Road, Wolverhampton WV1 4JT ("the Lender")

THIS DEED WITNESSES THAT:

1. DEFINITIONS

- 11 In this Mortgage the following expressions shall have the following meanings unless the context otherwise requires
- 111 "Default Rate" means such rate as shall from time to time be the higher 4% above the base rate of Barclays Bank plc from time to time or 11% per annum
- 112 "Mortgaged Chattels" means all furniture, fittings and chattels or other equipment at the Premises short particulars of which are described in Schedule 2 together with any part or parts thereof and all additions, alterations, accessories, replacements and renewals or component parts thereto
- 113 "Premises" means all those premises comprising part of 80-82 Seel Street Liverpool L1 4BH as occupied by the Company from time to time whether under a licence, tenancy or other lease arrangement
- 114 "Receiver" means any person or persons appointed by the Lender pursuant to this Mortgage to be a receiver or receiver and manager of all or part of the Mortgaged Chattels and includes any substituted receiver or receivers
- 115 "Secured Liabilities" means all monies obligations and liabilities covenanted to be paid or discharged by the Company pursuant to clause 3

2 INTERPRETATION

- 21 Except where the context otherwise requires, the singular includes the plural and vice versa and words importing one gender only or neuter include all other genders and references to this Mortgage include its Schedule(s)
- 22 References to clauses and the schedules are to the clauses of and the schedules to, this Mortgage
- 23 A reference to a "person" shall be construed as a reference to any person, firm, company, partnership, corporation or unincorporated body of persons or any government or any agency thereof
- 24 References to a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgement, regulation, treaty or other law of any jurisdiction
- 25 Any reference to any Act of Parliament or other statutory provision shall be construed as a reference to that Act or provision as the same may from time to time be modified, extended, re-enacted or renewed
- 26 Headings are inserted for convenience only and shall be ignored in its construction

- 27 Where the Lender's prior written consent or approval is required, that consent or approval must be obtained in writing and may be given subject to such conditions and restrictions as the Lender may determine
- 28 References to the Lender and the Company include their respective successors and assigns whether immediate or derivative
- 29 References to this Mortgage shall mean this Chattel Mortgage as from time to time amended, varied or supplemented whether by Deed or otherwise
- 2 10 References to the Mortgaged Chattels shall be to the whole or any part thereof

3. **COVENANT TO PAY**

The Company hereby covenants with the Lender that it will on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred to the Lender when the same become due for payment or discharge whether by acceleration or otherwise whether owed actually or contingently jointly or severally and whether as principal or surety together with interest (as well after as before judgement) to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses incurred by the Lender in relation to the Company and/or the Mortgaged Chattels on a full indemnity basis

4. **CHARGE**

- 4 1 The Company hereby transfers and assigns with full title guarantee to the Lender by way of first legal mortgage the Mortgaged Chattels together (where assignable) with the benefit of any obligations and warranties given by any manufacturer, supplier or other third party in respect of the Mortgaged Chattels and the benefit of all maintenance agreements entered into between the Company and any third party as a continuing security for the payment and discharge of the Secured Liabilities
- 4 2 Upon payment in full to the Lender of the Secured Liabilities, the Lender will at the request and cost of the Company discharge this Mortgage

5 **COVENANTS BY THE COMPANY**

- 5 1 The Company covenants with the Lender to comply with and abide by the covenants set out in Schedule 1 at all times during the continuance of this security
- 5 2 If the Company at any time defaults in complying with any of its obligations contained in this Mortgage, the Lender shall be entitled (but not bound) to make good such default and the Company hereby irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including, without limitation, entering the Premises) necessary or desirable in connection therewith Any moneys so expended by the Lender shall be repayable by the Company to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment
- 5 3 If the Company creates a mortgage or charge (whether specific or floating) in relation to the assets or undertaking of the Company or any mortgage or charge (whether legal or equitable) on the Premises (other than in favour of the Lender) the Company shall notify the Lender of the same and if called upon so to do by the Lender shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the said assets undertaking or the Premises a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Mortgaged Chattels

6 APPOINTMENT AND POWERS OF RECEIVERS

61 At any time after the Lender shall have demanded repayment of any of the Secured Liabilities and/or if requested by the Company, the Lender may in writing under the hand of any director or manager appoint any person or persons to be a Receiver or Receivers of all or any part of the Mortgaged Chattels. A Receiver so appointed shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration. Any Receiver so appointed shall have all the powers conferred by the Law of Property Act 1925 and without the restrictions contained in Section 103 of that Act and in addition power on behalf of and at the cost of the Company

611 to take immediate possession of, get in and collect the Mortgaged Chattels and for that purpose enter upon the Premises or any other premises at which the Mortgaged Chattels are located (or are reasonably thought to be located) and sever, dismantle or remove the same therefrom without being liable for any loss or damage unnecessarily caused by such entry or the removal of the Mortgaged Chattels,

612 to make and effect all repairs, renewals and improvements to the Mortgaged Chattels and to do all other acts which the Company might do in the ordinary conduct of its business for the protection and improvement of the Mortgaged Chattels,

613 to sell and realise the Mortgaged Chattels by public auction or private contract with or without advertisement to the Company in such manner and on such terms and conditions as he shall think proper,

614 to lease, hire, hire purchase, store, alter or improve all or any part of the Mortgaged Chattels for such term and at such rent as he may think proper and to accept a surrender of any lease thereof,

615 to discharge, release or compromise any claims by or against the Company in respect of the Mortgaged Chattels,

616 give valid receipts for all moneys,

617 to maintain, renew or increase the insurance cover in respect of the Mortgaged Chattels,

618 to obtain all necessary consents to deal with the Mortgaged Chattels,

619 to promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring interests in the Mortgaged Chattels,

6110 to appoint managers, agents, servants and workmen for any of the aforesaid purposes or to protect the Mortgaged Chattels at such salaries and for such periods as he may determine with power to dismiss the same,

6111 to execute and sign all such contracts, deeds, documents and assurances which may be necessary or desirable for exercising or implementing any of the powers referred to above and use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company for all of which purposes the Company hereby irrevocably appoints every such Receiver to be its attorney

- 62 Any Receiver shall in the exercise of his powers, authority and discretions conform to the directions from time to time given by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result
- 63 No purchaser or other person shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or the Lender has become exercisable or whether any money is due on the security of this Mortgage or as to the propriety or regularity of any sale by or other dealing by a Receiver
- 64 Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Lender may specify to the contrary in its appointment
- 65 The Lender may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver

7 POWERS OF THE LENDER

- 71 At any time after the Lender shall have demanded payment or discharge of the Secured Liabilities, and/or if requested by the Company, the Lender may exercise (without further notice and without the restrictions contained in Section 103 Law of Property Act 1925 and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers and discretions hereby conferred expressly or by reference on a Receiver and the date of such demand shall (without prejudice to the equitable right to redeem) be the redemption date Nothing that shall be done by or on behalf of the Lender shall render it liable to account as a mortgagee in possession for any sums other than actual receipts or shall render the Company or any Receiver liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such
- 72 The Company hereby irrevocably authorises the Lender at any time after it has demanded repayment hereunder and any Receiver appointed by the Lender to sell or concur in selling either by private treaty or at public auction all or any of the Mortgaged Chattels
- 73 If the Lender receive notice of any subsequent mortgage charge assignment or other disposition affecting any of the Mortgaged Chattels or interest therein it may open a new account for the Company, if the Lender does not open a new account then unless the Lender gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lender at the time when it received notice
- 74 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver appointed hereunder to exercise any of their respective powers has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers
- 75 The Lender and every Receiver, attorney, manager, agent or other person appointed by the Lender under this Mortgage shall be entitled to be indemnified out of the Mortgaged Chattels in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Mortgage and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Mortgaged Chattels and the Lender and any such Receiver may retain and pay all sums in respect of such

liabilities and expenses out of any money received by the powers conferred by this Mortgage.

8. APPLICATION OF MONEY RECEIVED

8.1 All monies received by the Lender or a Receiver shall be applied by it or him, as the case may be, in the following order

8.1.1 in satisfaction of the costs, charges, borrowings and expenses incurred by it or him,

8.1.2 in payment of such remuneration as may be agreed between any Receiver and the Lender at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm,

8.1.3 in or towards satisfaction of the Secured Liabilities, and

8.1.4 the surplus (if any) shall be paid to the person entitled thereto

8.2 If the Lender enforces this Mortgage at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account for such period as the Lender (or the Receiver) may consider expedient the Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such suspense account for application in accordance with clause 7

9. FURTHER ASSURANCE

The Company shall forthwith if and when called upon by the Lender to do so execute in favour of the Lender or as the Lender shall direct such further legal or other mortgages, charges, assignments or other documents as the Lender shall require over the Mortgaged Chattels to perfect the security hereby created or otherwise to secured the Secured Liabilities Such mortgages, charges, assignments or other documents shall be prepared by or on behalf of the Lender at the cost of the Company and be in such form as the Lender may reasonably require

10. APPOINTMENT OF ATTORNEY

The Company by way of security hereby irrevocably appoints the Lender and any persons deriving title under the Lender and also any Receiver severally its attorney for and in its name and on its behalf and as its act and deed to sign, execute as a deed and deliver in favour of the Lender or its nominees or any purchaser any documents which the Lender may require for perfecting its title to or for vesting the Mortgaged Chattels in the Lender or its nominees or in any purchaser and otherwise generally to sign, execute as a deed and deliver any deed, assurance, agreement, instrument, act or thing which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by a Receiver in connection with any sale, lease or other disposition of the Mortgaged Chattels or in connection with the exercise of any other power conferred by this Mortgage

11. REPRESENTATION AND WARRANTY

The Company represents and warrants to the Lender that it is the legal and beneficial owner of the Mortgaged Chattels free of any encumbrances or other third party interest of any nature whatsoever, including (without prejudice to the generality of the foregoing) any claim to retention of title by any third party

12 **COSTS**

The Company hereby covenants with the Lender on demand to pay all costs, charges and expenses incurred by the Lender or a Receiver or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or the Mortgaged Chattels on a full indemnity basis with interest at Default Rate from the date the same are incurred

13 **ASSIGNABILITY OF THIS MORTGAGE**

The Lender may at any time assign or otherwise transfer its rights and benefits under this Mortgage which shall enure for the benefit of any successor or assignee. Any appointment or removal of a Receiver and any consents hereunder may be made or given by writing signed or sealed by any such successor or assignee and the Company hereby irrevocably appoints each of the same to be its attorney for the purpose set out in clause 9. No change in the constitution of the Lender or its absorption of or amalgamation with or the acquisition of the whole or any part of its undertaking by any other organisation shall in any way prejudice or affect its rights hereunder.

14 **MISCELLANEOUS**

14.1 No delay or omission by the Lender in exercising any right or power under this Mortgage shall impair such right or power or be construed as a waiver of such right or power nor shall any single or partial exercise or waiver of any such right or remedy preclude any further exercise of them or the exercise of any other right or power. The rights and remedies of the Lender provided in this Mortgage are cumulative and not exclusive of any rights or remedies provided by law.

14.2 The Lender may from time to time waive or authorise, on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Company of any of the covenants, provisions or obligations contained in this Mortgage, without prejudice to the rights of the Lender in respect of any subsequent breach of them.

14.3 All provisions of this Mortgage are valid legal and enforceable and severable and distinct from one another and if at any time 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.

14.4 This Mortgage shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lender and shall not be in anyway prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

14.5 Section 93 of the Act shall not apply to this security or to any security given to the Lender pursuant hereto.

15. **NOTICES**

15.1 Any notice to or demand upon the Company under this Mortgage shall be in writing and shall be deemed to be duly served if

15.1.1 it is addressed to the Company and is handed to any Director or the Company Secretary personally, or

- 15 1 2 it is sent by first class pre-paid or registered or recorded delivery post or by, facsimile or other means of electronic communication addressed to the Company at its registered office or its last known place of business, or
- 15 1 3 it is left at or affixed to the Company's registered office or last known place of business
- 15 2 A notice or demand so served shall be deemed to have been received
 - 15 2 1 if delivered by hand, when handed to the person specified above or left at the proper address for service,
 - 15 2 2 if posted, 48 hours after being posted (except where the deemed day of receipt would be a Saturday or Sunday or public holiday in which case it shall be deemed received on the next working day) notwithstanding that it is returned undelivered,
 - 15 2 3 if sent by facsimile or other means of electronic communication, at the time of transmission following receipt of the appropriate answerback or transmission activity report unless
 - 15 2 3 1 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
 - 15 2 3 2 transmission takes place on a Saturday or Sunday or a bank or public holiday or outside the hours of 9 30 am to 5 30 pm on any other day (in which case service shall be deemed to have been effected at 9 30 am on the next working day thereafter

16 **LAW**

This Deed shall be governed by and shall be construed in accordance with English law

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed

SCHEDULE 1

The Company covenants with the Lender that during the continuance of this Mortgage it will

1 **NEGATIVE PLEDGE**

- 1 1 Not, without the prior written consent of the Lender
 - 1 1 1 create, attempt to create, or permit to subsist or arise any mortgage, charge, pledge, hypothecation or other security interest in favour of any person other than the Lender upon the Mortgaged Chattels which would rank in priority to or pari passu with this Mortgage or allow any lien to arise on or affect the Mortgaged Chattels (except a lien arising by operation of law in the ordinary course of trading), or
 - 1 1 2 sell or attempt or agree to sell, assign, charge, hire, lease or part with or share possession of or dispose of the Mortgaged Chattels

2 PAYMENTS

Promptly pay all rents, rates, taxes and outgoings of whatsoever nature in respect of the Premises and keep or cause the Mortgaged Chattels to be kept from being distrained for recovery of the same or from being taken under any execution and at all times on demand produce to the Lender or its authorised agents the receipt for such payments

3 REPAIR AND THE LENDER'S RIGHT OF ENTRY

3.1 Keep the Mortgaged Chattels in a good state of repair and condition and in good working order (fair wear and tear excepted) and replace or repair any destroyed or damaged Mortgaged Chattels so that any chattels substituted for the Mortgaged Chattels shall be included in this security, and

3.2 Permit the Lender (and such persons as it shall from time to time for that purpose appoint) to enter the Premises during normal business hours to view the state of repair and condition of the Mortgaged Chattels and any labels, plates or markings affixed to them pursuant to clause 7

4 TO INSURE

4.1 insure and keep insured the Mortgaged Chattels to their full replacement value against all usual insurable risks insured against by prudent persons carrying on business similar to the Company's business conducted from the Premises with such insurers as the Lender shall approve (such approval not to be unreasonably withheld or delayed) and with the interest of the Lender noted on such policy or policies as loss payee,

4.2 punctually pay the premiums and other sums of money payable in respect of any such insurance and on demand produce to the Lender copies of all receipts for the same and copies of the relevant policies,

4.3 hold the proceeds of any insurance on trust for the Lender and, if required by the Lender, pay such proceeds into a separate account pending their application in accordance with clause 4.4 below

4.4 apply all moneys which may be received under any insurance in respect of the Mortgaged Chattels whether or not effected pursuant to the foregoing provision in replacing, restoring or reinstating the Mortgaged Chattels or in such other manner as the Lender shall direct,

5 POSSESSION

except as may otherwise be agreed in writing by the Lender, keep the Mortgaged Chattels in its sole and exclusive possession at the Premises,

6 USE OF CHATTELS

not use or permit the Mortgaged Chattels to be used for any purpose for which they are not designed or reasonably suited in contravention of any law and comply with the requirements of any law so far as the same relates to or affects the Mortgaged Chattels or the user thereof and forthwith execute or cause to be executed all works that are thereby required to be executed upon or in connection with the Mortgaged Chattels,

7 IDENTIFICATION

at the cost of the Lender affix to or engrave on the Mortgaged Chattels such labels, plates or markings as the Lender shall reasonably require indicating the Lender interest therein and not allow such labels, plates or markings to be disturbed, defaced, obliterated, obscured or covered up,

8 **ALTERATIONS**

81 not, at any time without the prior consent of the Lender (such consent not to be unreasonably withheld or delayed) , make or allow any substantial alteration or addition to the Mortgaged Chattels other than for the purpose of effecting repairs,

82 not annexe the Mortgaged Chattels to the Premises if the result of such annexure would be that the Mortgaged Chattels might become a fixture or fixtures;

9 **ORDERS AND NOTICES**

within seven days of receipt send to the Lender a copy of any order, direction, requisition, or notice affecting or likely to affect the Mortgaged Chattels and within any required time limit and at the Company's own cost comply with the same and if so required by the Lender and at the Company's own cost make or join in making such objections or representations against or in respect of the contents of any such document as the Lender shall deem expedient,

10. **DEPOSIT OF DEEDS**

deposit with the Lender all deeds and documents of title relating to the Mortgaged Chattels and permit the Lender during the continuance of this Mortgage to hold and retain all such deeds and documents of title and all invoices guarantees and maintenance agreements relating to the Mortgaged Chattels

SCHEDULE 2

"Mortgaged Chattels"

All those items of the Company located at the Premises short particulars of which are set out for the purposes of identification only on any inventory attached hereto

EXECUTED as a DEED by
GR8 BAR LIMITED
Acting by Two Directors or
One Director and its Secretary

Director



Director/Secretary



EXECUTED as a DEED by
MARSTON'S PLC
Acting by Two Directors or
One Director and its Secretary

Director



Director / Secretary

