



Registration of a Charge

Company Name: **BRENDAN CARTER HOMES LTD**

Company Number: **09713847**



Received for filing in Electronic Format on the: **06/08/2021**

XAAC9RFV

Details of Charge

Date of creation: **03/08/2021**

Charge code: **0971 3847 0009**

Persons entitled: **FLEET MORTGAGES LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY BEING 681 AND 682 WIMBORNE ROAD, WINTON, BOURNEMOUTH, BH9 2AT REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS DT59002 AND DT274767**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HELEN HENSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9713847

Charge code: 0971 3847 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2021 and created by BRENDAN CARTER HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2021 .

Given at Companies House, Cardiff on 9th August 2021

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



Companies House



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

Dated

3rd August

2021

Brendan Carter Homes Limited

and

Fleet Mortgages Limited

Third Party Legal Mortgage

Relating to
681-683 Wimborne Road
Bournemouth
BH9 2AT

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This Legal Mortgage is dated the 3rd August 2021

Between

- (1) **Brendan Carter Homes Limited** (company number 09713847) whose registered office is at Arrowsmith Court, Station Approach, Broadstone Dorset BH18 8AT (the **Chargor**)
- (2) **Fleet Mortgages Limited** (company number 08663979) whose registered office is at Second Floor, Flagship House, Reading Road North, Fleet, Hampshire GU51 4WP (the **Lender**)

Witnesses as follows:

1. Definitions and Interpretation

1.1. In this Legal Mortgage:

Authority	any local public or other competent authority
Borrower	Lee Aaron Phillips
Business Day	a day on which Lenders are open in London for the transaction of business
Charge	each charge mortgage assignment by way of security or other security created hereby
Charged Assets	each and all (as the context admits) of the Property and all other property or assets charged or assigned by way of security hereunder
Chargor	any one or more of the persons named above as such (and if more than one the obligations of such persons under this Legal Mortgage shall be joint and several) and the Chargor's successors in title
Encumbrance	any mortgage charge assignment for the purpose of security pledge lien rights of set off arrangements for retention of title or hypothecation or trust arrangement for the purpose of or which has the effect of granting security or other security interest of any kind whatsoever or any agreement whether expressed to be conditional or otherwise to create any of the same but excluding all security interests hereunder or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargor
Environment	all or any of the following media: air (including air within buildings or other structures and whether above or below ground) land (including buildings and other structures or erections in on or under it and any soil and anything below the surface of land) land covered with water and water (including sea ground and surface water)

Environmental Laws	<p>all statutes treaties and conventions directives regulations and all codes of practice or conduct, circulars and guidance notes having legal or judicial import or effect whether of a criminal civil or administrative nature and the rules of common law relating to or concerning:</p> <p>(a) pollution or contamination of the Environment</p> <p>(b) harm whether actual or potential to mankind and human senses living organisms and ecological systems</p> <p>(c) the generation manufacture processing distribution use (including abuse) treatment storage disposal transport or handling of Hazardous Materials</p> <p>(d) the emission leak release or discharge into the Environment of noise vibration dust fumes gas odours smoke steam effluvia heat light radiation (of any kind) infection electricity or any Hazardous Materials and any matter or thing capable of constituting a nuisance or an actionable tort of any kind in respect of such matters</p>
Hazardous Materials	any element or substance whether natural or artificial and whether consisting of gas liquid solid or vapour whether on its own or in any combination with any other element or substance which is listed identified defined or determined by any Environmental Law to be to have been or to be capable of being or becoming harmful to mankind or any living organism or damaging to the Environment
Lender	includes (where the context admits) the Lender's successors in title assigns and any person or persons for whom the Lender may from time to time act as security trustee in respect of the Charged Assets
Planning Acts	the planning acts as defined in section 336 of the Town and County Planning Act 1990
Property	the property detailed in the Schedule to this Deed.
Property and Charged Assets	shall be references to the whole and any part or parts of and the whole and every part of the Chargor's interest in the Property and the Charged Assets respectively and (where the context admits) the proceeds of sale of the same
Receiver	any receiver appointed by the Lender over the Charged Assets pursuant to the powers conferred by this Legal Mortgage (including any substitute or delegate appointed under Clause 8.2 below)
Secured Obligations	all moneys now or at any time hereafter becoming due or owing by the Borrower and/or the Chargor to the Lender on any current, deposit or other account or accounts of the Borrower held with the Lender in any currency at any branch and all other liabilities, actual or contingent, now existing or hereafter incurred by the Borrower to the Lender (whether

due, owing or incurred by the Borrower alone or jointly with any other person and whether as principal or surety) and all other legal and other costs, charges and expenses (howsoever incurred) by the Lender in connection therewith (such costs, charges and expenses to include for the avoidance of doubt all amounts which the Lender may require from time to time to compensate it for its internal management and administrative costs incurred in connection with the enforcement of this security and the recovery of the Secured Obligations)

VAT

Value Added Tax at the standard or other appropriate rate as provided for in the Value Added Tax Act 1994

- 1.2. Clause headings are for convenience of reference only and shall not affect the construction of this Legal Mortgage
- 1.3. In this Legal Mortgage (unless otherwise provided):
 - 1.3.1. references to Clauses and Schedules are to be construed as references to the Clauses of and Schedules to this Legal Mortgage as amended or varied from time to time and references to sub Clauses shall unless otherwise specifically stated by construed as references to the sub Clauses of the Clause in which the reference appears
 - 1.3.2. references to this Legal Mortgage (or to any specified provisions of this Legal Mortgage) or any other document shall be construed as references to this Legal Mortgage that provision or that document as in force for the time being and as amended varied novated or supplemented from time to time in accordance with its terms or as the case may be with the agreement of the relevant parties
 - 1.3.3. words importing the singular shall include the plural and vice versa and references to the masculine feminine or neuter shall include all genders
 - 1.3.4. references to a person shall be construed so as to include that person's assigns transferees or successors in title and shall be construed as including references to an individual firm partnership joint venture company corporation unincorporated body of persons or any state or any agency thereof
 - 1.3.5. references to any statute or statutory provision include any statute or statutory provision which amends extends consolidates or replaces the same or which has been amended extended consolidated or replaced by the same and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute
 - 1.3.6. references to liability or liabilities are to be construed to include all liabilities and obligations whether actual contingent present or future and whether incurred solely or jointly or as principal or surety
 - 1.3.7. the words **other** and **otherwise** shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and
 - 1.3.8. the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as nor shall they take effect as limiting the generality of any foregoing words

2. Creation of Security

- 2.1. The Chargor with full title guarantee to the full extent of each and every interest which the Chargor has in the Charged Assets (however arising) and to the intent that the security created shall rank as a continuing security for the payment of the Secured Obligations in favour of the Lender hereby:
- 2.1.1. charges by way of legal mortgage all estates or interests in the Property and the proceeds of sale thereof together with all buildings fixtures and erections on the Property
- 2.1.2. assigns the benefit of all licences agreements covenants and rights affecting or concerning the Property (provided that if the Secured Obligations shall be fully paid and discharged the Lender will at the Chargor's request and cost re assign the same to the Chargor)
- 2.1.3. assigns the Chargor's interest in every insurance policy effected in respect of (and including income from) the Charged Assets other than third party and public liability policies and all moneys or proceeds paid or payable to the Chargor under or in respect of the same (but subject to all rights powers and other matters having priority to the rights conferred and the obligations imposed hereby) subject to re-assignment on redemption
- 2.2. The Lender hereby authorised as agent for the Chargor at any time after demand has been made hereunder to remove store sell or otherwise deal with any furniture plant machinery computers equipment goods and effects which do not in law form part of the Property which the Chargor shall fail or refuse to remove from the Property within seven days of being requested so to do by written notice from the Lender and the Lender shall not be liable for any loss or damage occasioned to the Chargor or such Property. The Chargor shall indemnify the Lender against all expenses incurred by the Chargor in relation to such furniture plant machinery computers equipment goods and effects and the Lender shall account to the Chargor for the proceeds of any such sale after deducting any such expenses. Nothing herein contained shall give to or confer on the Lender any charge or right in respect of such furniture plant machinery equipment goods and effects or the proceeds of sale thereof which would constitute this Legal Mortgage as a Bill of Sale

3. Negative Pledge

The Chargor hereby covenants that without the prior written consent of the Lender the Chargor shall not nor shall the Chargor agree or purport to create or permit to subsist any Encumbrance on the Charged Assets whether in any such case ranking in priority to or pari passu with or after the security created by this Legal Mortgage

4. Further Assurance

- 4.1. The Chargor shall from time to time at the request of the Lender and at the Chargor's cost execute in favour of the Lender or as it may direct such further legal or other assignments transfers mortgages charges or other documents as in any such case the Lender shall stipulate over the Chargor's estate or interest in any of the Charged Assets for the purpose of more effectively providing security to the Lender for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing such assignments transfers mortgages charges or other documents shall be in such form as the Lender shall stipulate and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Lender shall consider requisite for the improvement or perfection of the security constituted by or pursuant to this Legal Mortgage. The obligations of the Chargor under this Clause shall be in addition to and not in

substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

- 4.2. The Chargor shall immediately after the execution of this Legal Mortgage (or if later immediately after the same come into the Chargor's possession or control) deposit with the Lender all deeds certificates and other documents constituting or evidencing title to the Charged Assets

5. Insurance

- 5.1. The Chargor shall at all times during the subsistence of the security constituted by or pursuant to this Legal Mortgage comply with all covenants undertakings and conditions as to insurance of any part of the Charged Assets imposed by the terms of any lease agreement for lease or any tenancy under which the Chargor derives its estate or interest therein and subject to the foregoing and so far as not inconsistent with the said terms the Chargor shall at all such times:

- 5.1.1. cause all buildings trade and other fixtures and all plant machinery vehicles computers, office and other equipment and all stock in trade forming part of the Charged Assets and (if any of the buildings are let or intended to be let) the rental income therefrom to be insured and to be kept insured in such insurance office in such amounts and against such risks as the Lender may require from time to time but otherwise in such insurance office of repute as shall have been selected by the Chargor or with Lloyds underwriters on the equivalent basis as insurances are maintained by prudent companies carrying on businesses comparable with that of the Chargor and on a comparable scale as regards the items insured, the insured risks the classes of risk to be covered and the amount of insurance cover

- 5.1.2. cause the interest of the Lender in all parts of the Charged Assets that are for the time being insured otherwise than in the joint names of the Lender and the Chargor to be noted by endorsement on all policies of insurance relating thereto

- 5.1.3. procure that all policies of insurance shall contain:

- (a) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation act or neglect or failure to make disclosure on the part of the insured party or any circumstances beyond the control of the insured party
- (b) terms providing that it shall not be invalidated so far as the Lender is concerned for failure to pay any premium due without the insurer first giving to the Lender not less than 14 days written notice

- 5.1.4. duly and punctually pay all premiums and other moneys due and payable under all insurance policies affecting the Charged Assets and promptly upon request by the Lender produce to the Lender the premium receipts or other evidence of the payment thereof

- 5.1.5. deposit all policies, contracts of insurance and copies of such relating to the Charged Assets or any part thereof with the Lender or produce the same to the Lender for inspection (as the Lender may from time to time direct)

- 5.2. If default shall be made by the Chargor in complying with Clause 5.1 the Lender may but shall not be obliged to effect or renew any such insurances as are mentioned in Clause 5.1 either in its own name in its name and that of the Chargor jointly or in the name of the Chargor with an endorsement of the Lender's interest. Any moneys expended by the Lender in so effecting or renewing any such insurances shall be reimbursed by the Chargor to the Lender

on demand and until so reimbursed shall carry interest at the rate referred to in Clause 6.2 below

- 5.3. All claims and moneys received or receivable under any such insurances shall (subject to the rights and claims of any lessor or landlord of any part of the Charged Assets) at the direction of the Lender be applied either in making good the loss or damage in respect of which the same has been received or in or towards the discharge of the Secured Obligations
- 5.4. To the extent that any of the Charged Assets are held pursuant to a lease or other agreement the terms of which provide for the lessor or any other person to insure the same then the Chargor shall be deemed to be complying with the covenants in this Clause 5 to the extent that the Chargor complies with the relevant provisions of such lease or other agreement

6. Undertakings by the Chargor

The Chargor hereby undertakes with the Lender that it will at all times while there shall subsist any security constituted by or pursuant to this Legal Mortgage:

6.1. In relation to the Property:

- 6.1.1. Observe covenants: observe and perform all covenants and stipulations from time to time affecting the Charged Assets or the mode of user or enjoyment of the same including all Environmental Laws and not without the prior consent in writing of the Lender enter into any onerous or restrictive obligations affecting any such property or make any structural or material alteration thereto or do or suffer to be done on any such property anything which is a **development** as defined in section 55 of the Town and Country Planning Act 1990 nor apply for planning permission or consent under the Planning Acts nor do or suffer or omit to be done any act matter or thing whereby:

- (a) any provision of any Act of Parliament order or regulation
- (b) any agreement or other instrument to which the Chargor is a party or is subject or by which it or any of its property is bound
- (c) the Chargor's Memorandum and Articles of Association

from time to time in force is infringed;

- 6.1.2. Leases: observe and perform all covenants reserved by or contained in any lease agreement for lease or tenancy agreement under which any part of the Charged Assets may be held and will not without the prior written consent of the Lender vary surrender cancel assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Assets or agree any rent review

6.1.3. Statutory obligations:

- (a) observe and perform all obligations under any statute statutory instrument regulation directive order or notice made or given by any Authority
- (b) not do nor allow to subsist on or about the Property anything which might result in proceedings being brought by an Authority
- (c) give (immediately after receiving or becoming aware of the same) the Lender full particulars of any notice direction order or proposal made given or issued by any local or public authority which is served on or given to the Chargor or of which the Chargor

becomes otherwise aware including, without limitation any notice or direction pursuant to the Planning Acts and (if the Lender requires) contest or appeal any such notice direction order or proposal or take all necessary steps without delay to comply with or make objections or representations as to the same

- 6.1.4. Possession and occupation: not without the prior written consent of the Lender part with possession of the whole or any part of or confer on any other person any right or licence to occupy or grant any licence to assign or sublet any land or buildings forming part of the Property
- 6.1.5. Outgoings: indemnify the Lender (and as a separate covenant any Receiver appointed by it) against all existing and future rents taxes rates duties fees renewal fees charges assessments impositions and outgoings whatsoever (whether imposed by deed statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which may now or at any time during the continuance of the security constituted by or pursuant to this Legal Mortgage are properly payable in respect of the Charged Assets or any part thereof or by the owner or occupier thereof
- 6.1.6. Repair: keep all buildings trade and other fixtures fixed and other plant and machinery forming part of the Charged Assets in good and substantial repair and condition and permit the Lender its officers employees and agents free access at all reasonable times to view the state and condition thereof provided that the Lender shall have given the Chargor reasonable prior notice of its desire to exercise its rights under this sub-Clause and requested access accordingly
- 6.1.7. Landlord's covenants: procure that any landlord grantor or licensor of the Property shall observe and perform the covenants on its part in respect of the Property
- 6.1.8. User: not without the Lender's prior written consent change the use or uses to which the Property is now put
- 6.1.9. VAT election: not without the Lender's prior written consent to make any election in relation to the Property that any supply made by the Chargor in relation to it shall not be an exempt supply for the purposes of the Value Added Tax Act 1994
- 6.1.10. Registration:
- (a) The Chargor will not without the prior written consent of the Lender allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property or any part thereof or create or permit to be created any interest affecting such property which falls within any of the following provisions namely: section 11(4) (c) or section 90 or any of the paragraphs in either schedule 1 or schedule 3 or schedule 12 of the Land Registration Act 2002
 - (b) The costs incurred by the Lender of lodging from time to time a caution against registration under the Land Registration Act 2002 or registering a land charge under the Land Charges Act 1972 in connection with the protection of its interests in any of the Charged Assets shall be an expense properly incurred in relation to this security
 - (c) The Chargor shall not apply or consent to the application by any third party to the Chief Land Registrar to make an entry on the register of the titles of the Property or any other Charged Asset or any part thereof as the case may be without the written consent of the Lender
- 6.1.11. Disposals: not without the prior written consent of the Lender sell assign transfer lease lend or otherwise dispose of the whole or any part of the Charged Assets or any interest therein

- 6.2. If the Chargor fails to pay any amount payable under this Legal Mortgage on the due date (including for the avoidance of doubt any sum due to the Lender or any Receiver pursuant to Clause 6.1.5 above or Clause 18.3 below) it shall pay default interest on the overdue amount from and including the due date to and including the date of actual payment at the rate of 3% per month
- 6.3. Give the Lender such information concerning the Charged Assets and the liabilities and affairs of the Chargor as the Lender may from time to time require

7. Powers of the Lender

- 7.1. At any time after the Lender shall have served notice on the Chargor demanding payment or discharge by the Chargor of all or any of the Secured Obligations in whole or in part or if requested by the Chargor the Lender may exercise without further notice and without any of the restrictions contained in section 103 of the Law of Property Act 1925 whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by the Law of Property Act 1925 and all the powers and discretions conferred by this Legal Mortgage
- 7.2. The statutory powers of leasing letting entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the said Act shall not be exercisable by the Chargor in relation to any part of the Property without the prior written consent of the Lender. In addition to such statutory powers the Lender shall have power after serving the notice referred to in Clause 7.1 to lease or make agreements for leases at a premium or otherwise and accept surrenders of leases and generally without any restriction on the kinds of leases and agreements for leases that the Lender may make and generally without the necessity for the Lender to comply with any restrictions imposed by or the other provisions of the said sections 99 and 100. The Lender may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Lender itself or preclude the Lender from making a subsequent delegation thereof to some other person and any such delegation may be revoked
- 7.3. The restriction on the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Legal Mortgage
- 7.4. So far as permitted by law neither the Lender nor any Receiver shall by reason of it or any Receiver entering into possession of any part of the Charged Assets when entitled so to do be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable

8. Appointment of Receiver

- 8.1. At any time after the Lender shall have served notice on the Chargor demanding the payment or discharge by the Chargor of all or any of the Secured Obligations or if requested by the Chargor or after the application to the court for an administration order in relation to the Chargor under the Insolvency Act 1986, the Lender may appoint one or more persons to be a Receiver or Receivers of the Charged Assets or any part thereof
- 8.2. Subject to section 45 of the Insolvency Act 1986 the Lender may (i) remove any Receiver previously appointed hereunder and (ii) appoint another person or other persons as Receiver or Receivers either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed hereunder

- 8.3. If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income, such Receivers may act jointly and/or severally so that each one of such Receivers shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them
- 8.4. Every such appointment or removal and every delegation appointment or removal by the Lender in the exercise of any right to delegate its powers or to remove delegates herein contained may be made in writing under the hand of any manager or other officer of the Lender
- 8.5. Every Receiver shall have:
- 8.5.1. all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act
- 8.5.2. all the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not such Receiver is an administrative receiver within the meaning of the said Act)
- 8.5.3. all the powers of the Lender hereunder
- 8.5.4. all the powers set out in Clause 9
- 8.6. In making any sale or other disposal of any of the Charged Assets in the exercise of their respective powers the Receiver or the Lender may accept as and by way of consideration for such sale or other disposal cash shares loan capital or other obligations including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments
- 8.7. All moneys received by any Receiver appointed under this Legal Mortgage shall be applied in the following order: (1) in the payment of the costs charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration; (2) in the payment and discharge of any outgoings paid and liabilities incurred by the Receiver in the exercise of any of the powers of the Receiver; (3) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the Law of Property Act 1925; (4) in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference; (5) in or towards the satisfaction of the Secured Obligations in such order as the Lender may conclusively determine; and (6) any surplus shall be paid to the Chargor or other person entitled thereto. The provisions of this Clause and Clause 8.9 shall take effect as and by way of variation and extension to the provisions of the said section 109(8), which provisions as so varied and extended shall be deemed incorporated herein
- 8.8. Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration
- 8.9. Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or failing such agreement to be conclusively fixed by the Lender) commensurate with the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925

9. Additional Powers of LPA Receiver

9.1. Any Receiver appointed under this Legal Mortgage shall have power:

- 9.1.1. to enter into take possession of collect and get in the Charged Assets to manage the same and to collect and get in all moneys or proceeds in any way arising from the Charged Assets or any deed document right or entitlement affecting the Property whether directly or indirectly
- 9.1.2. to sell exchange surrender deal with convert into money and realise the Charged Assets or any estate or interest therein and convey assign or transfer the same subject to such exceptions reservations and covenants as the Lender or any Receiver may consider necessary or expedient and for the purposes of realisation to convey assign or transfer the same to any person with or without consideration or exchange such for shares or other property. Plant machinery and other fixtures may be severed and sold separately from the premises containing them
- 9.1.3. to apportion any rent and/or the performance of any obligations
- 9.1.4. to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences as the Lender or a Receiver considers expedient
- 9.1.5. to grant without restriction any lease or tenancy for any term whether commencing at once or at any future date at any or no rent and with or without any premium and generally on such terms as the Lender or any Receiver may consider expedient
- 9.1.6. to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted
- 9.1.7. to give an effectual receipt for any premium payable on any grant or surrender of any lease
- 9.1.8. to exercise observe and perform for and on behalf of the Chargor any or all of the powers obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute (including but not limited to the Landlord and Tenant Acts 1927 to 1988 the Rent Act 1977 the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Public Health Act 1936 the Control of Pollution Act 1974 the Water Act 1989 and the Environmental Protection Act 1990)
- 9.1.9. to initiate oppose negotiate participate in compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy
- 9.1.10. to exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Lender or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax
- 9.1.11. to sign seal execute deliver complete and perfect all notices and documents as are thought fit by the Lender or the Receiver for exercising, observing and performing any of the powers obligations or duties conferred or imposed on the Chargor hereby or by any statute in respect of the Charged Assets
- 9.1.12. to give receipts for any compensation moneys payable to or by a landlord or tenant
- 9.1.13. to promote incorporate manage and wind up either alone or with others any company either for the purposes of taking a conveyance or transfer or assignment or lease of or other interest in the Charged Assets and/or of undertaking works thereon and/or of providing services to the

occupiers thereof in any case where it is desirable or convenient to do so and/or in connection with or for the furtherance of all or any of the powers herein contained as the Lender or the Receiver may consider expedient

- 9.1.14. to construct or complete any building (whether or not the same is in accordance with the development planned or being carried on at the Property) and any roads access ways and services and generally to develop the Property in such manner as the Lender or the Receiver may consider expedient
- 9.1.15. to carry out any work involving furnishing or fitting out or the installation or provision of any plant machinery equipment or service
- 9.1.16. to utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments
- 9.1.17. to continue commence or undertake any business (whether or not previously carried on by the Chargor)
- 9.1.18. to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this clause in such manner including the creation of new mortgages or charges (whether or not having priority to this charge) as may be considered expedient
- 9.1.19. to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Charged Assets or the use or development of any business comprised therein as the Lender or the Receiver may consider necessary or desirable
- 9.1.20. to agree any variation modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements deeds or bonds which may be necessary or desirable
- 9.1.21. to employ staff solicitors architects surveyors quantity surveyors estate agents insurance brokers contractors builders workmen security staff watchmen building managers and others and purchase all proper stock materials and other items as the Lender or the Receiver may consider expedient
- 9.1.22. to dedicate any part or parts of the Property as a highway where to do so is desirable in order that the Property may more conveniently be developed
- 9.1.23. to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development
- 9.1.24. to effect and maintain insurance policies (whether against fire and other physical risks loss of rent or third party or public liability or structural or latent defect or for other indemnity or otherwise) and to make prove negotiate adjust or enforce any claim on any such policy whether effected by the Chargor or the Lender or the Receiver
- 9.1.25. to take defend appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Charged Assets or to any of the foregoing powers
- 9.1.26. to make any arrangement or compromise or enter into any contracts which may be thought expedient in the interest of the Lender

- 9.1.27. to do all such other acts and things as the Lender or the Receiver may consider necessary or desirable for the management development or realisation of all or any part or parts of the Charged Assets and/or acts and things incidental or ancillary to the foregoing powers and the exercise thereof

10. Power of Attorney

- 10.1. The Chargor hereby irrevocably appoints the following namely:

10.1.1. the Lender

10.1.2. each and every person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this Clause

10.1.3. any Receiver appointed hereunder and for the time being holding office as such

jointly and also severally to be the Chargor's attorney or attorneys and in the Chargor's name and otherwise on the Chargor's behalf to do all acts and things and to sign seal execute deliver perfect and do all deeds instruments documents acts and things which may be necessary or desirable for carrying out any right or power conferred on the Lender and/or any Receiver under this Legal Mortgage or by law (including but not limited to the obligations of the Chargor under Clause 6.1 and the statutory covenant referred to in such Clause); for carrying any sale lease or other dealing by the Lender or such Receiver into effect; for conveying or transferring any legal estate or other interest in land or other property or otherwise howsoever; for getting in the Charged Assets and generally for enabling the Lender and the Receiver to exercise the respective powers conferred on them by or pursuant to this Legal Mortgage or by law. The Lender shall have full power to delegate the power conferred on it by this Clause but no such delegation shall preclude the subsequent exercise of such power by the Lender itself or preclude the Lender from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Lender at any time

10.2. The power of attorney hereby granted is as regards the Lender and any Receiver (and as the Chargor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Legal Mortgage to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

10.3. The Chargor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 10.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Lender under this Legal Mortgage

11. Protection of Purchasers

No purchaser (as defined in section 205 of the Law of Property Act 1925) of the Charged Assets or other person or company dealing with the Lender or any other Receiver appointed hereunder shall be bound to see or enquire whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or been revoked

12. Currency

For the purpose of or pending the discharge of any of the Secured Obligations the Lender may in its sole discretion convert any moneys received recovered or realised in any currency under this Legal Mortgage (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit

13. Application

The Chargor shall have no rights in respect of the application by the Lender of any sums received recovered or realised by the Lender under this Legal Mortgage

14. Notices

- 14.1. Without prejudice to any other method of service of notices and communications provided by law any notice or communication under this Legal Mortgage shall be in writing signed by any manager or officer of the Lender or of any branch thereof and may be served personally or may be sent by post or by facsimile at the address of the Chargor given above or as at such known address as the Chargor shall have notified the Lender in writing
- 14.2. If such notice or communication is given by the Lender it shall be deemed to have been received if sent by facsimile with a confirmed receipt of transmission from the receiving machine on the Business Day on which transmitted or the following Business Day if transmitted after the normal business hours of the Chargor; if a written notice is lodged by hand on the Business Day of actual delivery or the following Business Day if delivered after the normal business hours of the Chargor; and if posted on the second Business Day following the day on which it was properly despatched by first class mail postage prepaid
- 14.3. Any notice given to the Lender shall be deemed to have been given only on actual receipt

15. Continuing Security

This security and each charge constituted by this Legal Mortgage shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Lender and the Lender has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Chargor

16. Assignment

- 16.1. This Legal Mortgage is freely assignable or transferable by the Lender
- 16.2. The Lender may disclose to any person related to the Lender and or any person to whom it is proposing to transfer or assign or has transferred or assigned this Legal Mortgage any information about the Chargor

17. Avoidance of Payments and Retention of Security

- 17.1. Any release discharge or settlement between the Chargor and the Lender shall be conditional upon no security disposition assurance or payment to the Lender by the Chargor or any other person being void set aside or ordered to be refunded pursuant to any enactment or law relating to Bankruptcy liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Legal Mortgage subsequently as if such release discharge or settlement had not occurred and any such payment had not been made. The Lender shall be entitled to concede or compromise any claim that any such security disposition assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder
- 17.2. The Lender shall at its option be entitled to retain any security constituted by or pursuant to this Legal Mortgage for a period of up to 25 months after the payment discharge or satisfaction of the Secured Obligations and notwithstanding any such payment discharge or satisfaction in the event of the commencement of bankruptcy or winding up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months the Lender shall be entitled to retain any such security for such further period as the Lender may determine

18. Remedies Cumulative Etc

- 18.1. The rights powers and remedies provided in this Legal Mortgage are cumulative and are not nor are they to be construed as exclusive of any rights powers or remedies provided by law or otherwise
- 18.2. No failure on the part of the Lender to exercise or delay on its part in exercising any of its respective rights powers and remedies provided by this Legal Mortgage or by law (collectively the **Rights**) shall operate as a waiver thereof nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights
- 18.3. The Chargor hereby agrees to indemnify the Lender and any Receiver against all losses actions claims costs charges expenses and liabilities incurred by the Lender and by any Receiver (including any substitute delegate attorney as aforesaid) in relation to this Legal Mortgage or the Secured Obligations (including, without limitation the costs charges and expenses incurred in the carrying of this Legal Mortgage into effect or in the exercise of any of the rights remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Chargor of any of its covenants or obligations under this Legal Mortgage

19. Variation of Borrower's Liability

The Lender may without notice to or consent from the Chargor and without affecting the security created by (or the Chargor's liability under) this legal charge renew vary or determine any facility or concession given to the Borrower or settle compound or determine the Borrower's liability to the Lender

20. Extent of Security

This security shall:

- 20.1. apply to the ultimate balance of the liabilities of the Borrower to the Lender and until such balance has been discharged in full the Chargor may not share in any security held or money received by the Lender on account of that balance stand in the place of the Lender in respect of any security or money taken any steps to enforce any right or claim against the Borrower in respect of any moneys received by the Lender under this legal charge or have or exercise any of the rights of a surety in completion with the Lender
- 20.2. not be discharged (nor shall the Chargor'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 the moneys or liabilities secured by this legal charge nor by any legal limitation disability incapacity or want of any borrower powers of the Borrower or want of authority of any director manage official or other person appearing to act for the borrower in any mater in respect of the Secured Obligations and as between the Chargor and the Lender this security shall be deemed to be a primary security and the Charged Assets shall be deemed to stand charged with the moneys or liabilities secured by this legal charge as if they were primarily due from the Chargor

21. Avoidance

Any settlement discharge or release between the Chargor and the Lender shall be conditional upon no security or payment to the Lender in respect of the Second Obligations being avoided or reduced by virtue of any provisions or enactments relating to insolvency for the time being in force or for any other reason and the Lender shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement discharge or release has not occurred

22. Provisions Severable

Every provision contained in this Legal Mortgage shall be severable and distinct from every other such provision 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 such provisions shall not in any way be affected thereby

23. The Lender's Discretion and Enforcement Costs

- 23.1. Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender which shall not be under any obligation to give reasons therefor
- 23.2. The Chargor hereby covenants and agrees that it will on demand pay to the Lender such amounts as the Lender may from time to time require to compensate the Lender for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Legal Mortgage and the recovery of the Secured Obligations
- 23.3. A certificate by an officer of the Lender (i) as to the amount required under Clause 21.2 and (ii) as to any sums payable to the Lender hereunder shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes

24. Chargor a Trustee

- 24.1. The Chargor declares that after demand for payment of the Secured Obligations:

24.1.1. it will hold all the Charged Assets (subject to the Chargor's right of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Lender shall direct

24.1.2. the Lender may by deed appoint new trustees of the Charged Assets as if the Chargor wanted to be discharged from the trust

25. The Land Registry

25.1. Where the Land Registration Act 2002 applies to this security:

25.1.1. the Chargor certifies that the charges created hereby do not contravene any of the provisions of the Memorandum and Articles of Association of the Chargor

25.1.2. the Chargor applies to the Chief Land Registrar for the registration against the registered titles of the Property of a restriction in the following terms: "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor of the Charge dated 3rd August 2021 in favour of Fleet Mortgages Limited referred to in the charges register"

26. Settlement of Other Indebtedness

The Lender may settle and pass the accounts of any prior chargee or mortgagee (such settlement to be binding on the Chargor) redeem all or any part of such mortgage or charge or procure the transfer of such mortgage or charge to the Lender

27. Law and Jurisdiction

27.1. This Legal Mortgage is governed by and shall be construed in accordance with English law

27.2. The Chargor irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Legal Mortgage and for such purposes irrevocably submits to the jurisdiction of such courts

27.3. Nothing contained in this Clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law)

27.4. The Chargor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum

28. Law of Property Act 1925

28.1. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Legal Mortgage and:

28.1.1. the Secured Obligations shall be repayable (and the Lender's powers of sale and to appoint a Receiver shall arise) on demand

28.1.2. the Lender may exercise its rights of consolidation without restriction

29. Amendments

No amendments or waiver of any provision of this Legal Mortgage and no consent to any departure by the Chargor therefrom shall in any event be effective unless the same shall be in writing and signed or approved in writing by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given

In Witness whereof the Chargor has executed this Legal Mortgage as a deed with the intention it be delivered the day and year first before written

Schedule 1 – Property

All that freehold property being 681 and 683 Wimborne Road Winton Bournemouth BH9 2AT registered at the Land Registry under title number DT59002 and DT274767

Executed as a Deed by

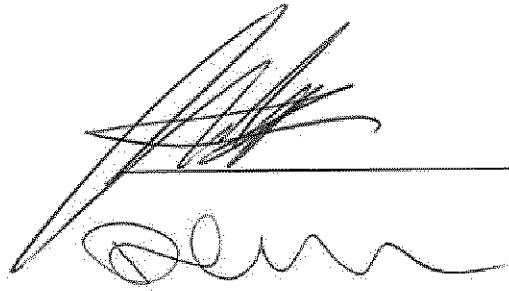
in the presence of

Witness signature:

Witness name:

Witness address:

Witness occupation:

A handwritten signature in black ink, appearing to read 'Nicola Green', written over a horizontal line.

NICOLA GREEN

18 BARRERS GATE, POOLE, BH15 1ZA

SWIMMING POOL DESIGNER