



Registration of a Charge

Company name: **CEMLAW LIMITED**

Company number: **10820007**

Received for Electronic Filing: **11/07/2017**



X6AGF8U0

Details of Charge

Date of creation: **07/07/2017**

Charge code: **1082 0007 0001**

Persons entitled: **CLIVE ARTHUR LINLEY**

Brief description: **LEGAL MORTGAGE OVER ALL FREEHOLD AND LEASEHOLD PROPERTY (INCLUDING FLAT 2 5 CHURCH STREET ILKLEY COMPRISED IN TITLE NUMBER WYK691063) NOW OR IN THE FUTURE VESTED IN CEMLA LIMITED**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **PRODICUS LEGAL LIMITED - CLIVE LINLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10820007

Charge code: 1082 0007 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2017 and created by CEMLAW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2017 .

Given at Companies House, Cardiff on 13th July 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

7TH July 2017

DEBENTURE

Certified True Copy of Original

Signed

Date

by

CEMLAW LIMITED

Prodicus Legal Ltd

In favour of

MR CLIVE A. LINLEY

PRODICUS LEGAL



Tel: 0113 831 5111

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DEBENTURE

This DEBENTURE is made by:

7TH July 2017

CEMLAW LIMITED (company number 10320007 of 30 Westgate, Otley, West Yorkshire LS21 3AS (registered office) (the “Company”) in favour of Clive Arthur Linley of 27 Tatham Way, Leeds, LS8 2PR (“the Lender”)

Definitions are given in Clause 19.

1. Covenant to Pay

The Company covenants that it will on demand in writing pay or discharge the Secured Liabilities.

2. Demand or Notices

- 2.1 A demand for payment or any other demand or notice under this Debenture may be made or given by any manager or officer of the Lender by letter addressed to the Company and sent by first class post or telefax transmission to or left at the registered office of the Company or the Company's existing or last known place of business (or if more than one, any one of such places).
- 2.2 If a demand or notice is sent by post it will be deemed to have been made or given at noon on the day following the day the letter was posted and if by fax shall be deemed to have been given when sent provided a transmission report is received.
- 2.3 In order to prove that a notice or demand has been served, the Lender need only prove that the only notice or demand was properly addressed and posted or transmitted.
- 2.4 A certificate by any manager or officer of the Lender as to the amount of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Company.

3. Charging Provisions

- 3.1 The Company charges to the Lender as a continuing security and will full title guarantee for the payment or discharge of the Secured Liabilities.:
 - 3.1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule, if any) now vested in it whether or not the title to the property registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 3.1.2 by way of fixed charge:
 - 3.1.2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 3.1.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and

the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under this Debenture;

3.1.2.3 all the Company's goodwill and uncalled capital for the time being;

3.1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claim under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights claims to which the Company is now or may be entitled under any contracts;

3.1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licencing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any if the foregoing in any part of the world;

3.1.2.6 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause (3.1.2.4)).

3.1.2.7 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

3.1.3 by way of floating charge all the Assets not effectively otherwise charged by this Clause 3, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 but so that the Company is prohibited from creating any fixed security or mortgage or any floating charge over the Assets having priority over or ranking pari passu with the floating charge created by this sub-clause (otherwise that in favour of the Lender) and the Company will have no power without the consent of the Lender to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

3.2 the Lender may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:

3.2.1 in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;

- 3.2.2 in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of the resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order.
- 3.3 Sub-clause 3.2 will not apply to any Assets situated in Scotland.
- 3.4 The Company will not without the previous written consent of the Lender:
- 3.4.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under this Debenture; or
- 3.4.2 dispose of or part with possession in any way (except on the determination of any lease, tenancy, or licence) or share occupation of any Asset; or
- 3.4.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset,
- and the Company applies (and will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:
- "Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".
- 3.5 The Company will, if required to do so by the Lender, deposit with the Lender during the continuance of this security and the Lender will be entitled to hold all deeds and documents of title relating to the Company's freehold, leasehold and heritable property and stocks, shares and other securities and all policies of insurance and assurance.
- 3.6 The Company (at its own cost) will on demand in writing by the Lender execute and deliver in such form as the Lender may reasonably require:
- 3.6.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 3.1.1 and of any freehold or leasehold property acquired by the Company after the date of this Debenture;
- 3.6.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;
- 3.6.3 a fixed charge or assignment in security of any Asset subject to a floating charge under sub-clause 3.1.3; and
- 3.6.4 a chattel mortgage over such chattels, plant and machinery as the Lender may specify, and the Company will do a concur in all such other acts or things as the Lender by deed necessary to vest in the Lender title to all or any of the Assets.

- 3.7 Any fixed mortgage, charge or other security hereafter created by the Company in favour of the Lender shall have priority over the floating charge created by this Debenture, except insofar as the Lender shall declare otherwise whether at or after the time of creation of such fixed security.

4. Security to be continuing

- 4.1 This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right remedy or security of whatever sort which the Lender may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.
- 4.2 The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Company) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Company for the Secured Liabilities.

5. Continuing obligations

Save where the provisions of this Clause are inconsistent with or conflict with the terms of any facility letter entered into between (inter alia) the Company and the Lender from time to time (in which case the facility letter shall prevail to the extent of any such inconsistency or conflict), the Company will:

- 5.1 deliver to the Lender copies of its trading and profit and loss account and audited balance sheet in respect of each financial year (and also that of the Company's holding company (if any) and each of its subsidiaries) as soon as the same become available and in any event no later than three months (or such longer period as the Lender may agree in writing) after the end of each financial year and also from time to time such other financial statements and information as the Lender may reasonably require;
- 5.2 promptly notify the Lender of its acquisition of any heritable, freehold or leasehold property;
- 5.3 not without the previous written consent of the Lender redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock; and
- 5.4 comply in all material respects with the terms of all applicable laws, including common law, statute and subordinate legislation, European Community Regulations and Directives and judgments and decisions of any court or authority competent to make such judgment or decision compliance with which is mandatory for the Company including without limitation all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work.

6. Continuing obligations in respect of the Assets

6.1 The Company covenants with the Lender that the Company will:

6.1.1 keep the Assets in good and substantial repair and in good working order and condition and maintained by prudent companies carrying on similar businesses and in particular will insure and keep insured those of its Assets as are insurable with a reputable insurance company previously approved by the Lender in writing with the interest of the Lender noted upon the policy or at the option of the Lender in the joint names of the Company and the Lender against loss or damage by fire and all such other risks (and the Company will ensure that the policy contains such provisions for the protection of the Lender as the Lender may from time to time require) and in such amounts as are customarily insured against in relation to assets of such nature by prudent companies parrying on comparable businesses (having regard to the nature of the Company's business) with that of the Company at least to the full replacement value of the Company's business) with that of the Company at least to the full replacement value for the time being with adequate provision to cover other losses; and

6.1.2 pay all premiums and other monies necessary for effecting and maintaining such insurances in force on the dates upon which such monies are to be paid under the insurance policy and will on demand produce to the Lender proof that all such payments have been properly made together with the policy or policies of insurance.

6.2 If the Company fails to keep any of the Assets in good and substantial repair and in good working order and condition or does not take out and maintain such insurances as set out above or prove to the Lender that the premiums and other monies have been paid then the Lender may as it thinks fit repair and keep in repair the Assets or any of them (with liberty for that purpose by itself or its agents to enter upon the freehold or leasehold property of the Company) or take out or renew any such insurance in any sum and on terms which the Lender may think fit.

6.3 the Lender will be entitled to be paid the proceeds of any such policy of insurance (other than in respect of employers' or public liability) and the Company will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Lender and undertakes to the Lender to repeat that instruction if the Lender requires.

6.4 All monies received on any insurance policy (unless paid to the Lender in terms of sub-Clause 6.3) will, as the Lender requires, be applied either in making good the loss or damage in respect of which the money is received or in towards discharge of the Secured Liabilities.

6.5 The Company will permit any authorised representative of the Lender at a; reasonable times to enter upon any part of the freehold and leasehold property of the Company and of any other property where the Company may be carrying out any contract or other works.

7. Appointment of Receiver

- 7.1 the Lender shall be and is entitled to appoint in writing a receiver, a receiver and manager or administrative receiver (the “**Receiver**” which term will include plural and any substitute receiver(s)) of all or any of the Assets either immediately or at any time after:
- 7.1.1 a request from the Company for such appointment;
 - 7.1.2 the Company’s failure to make payment in full of all or any of the Secured Liabilities for a demand for payment from the Lender; or
 - 7.1.3 the presentation of a petition for an administration order to be made in respect of the Company.
- 7.2 Where more than one receiver is appointed they will have power to act separately (unless the appointment of the Lender specifies to the contrary).
- 7.3 Any appointment over part only of the Assets charged under this Debenture will not preclude the Lender from making any subsequent appointment of a Receiver over any part of the Assets over which an appointment had not previously been made by it.
- 7.4 the Lender may from time to time determine the remuneration of the Receiver and may (subject to section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.
- 7.5 The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) unless and until it goes into liquidation, after which he will act as principal), and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Lender the Receiver will have power:
- 7.5.1 to sell, let or lease or concur in selling, letting or leasing and to vary terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or part of the Assets and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;
 - 7.5.2 to sever any fixtures (including trade and tenant’s fixtures) from the property of which they form part;
 - 7.5.3 to exercise all voting and other rights attaching to stocks, shares and other securities owned by the Company;
 - 7.5.4 to make and effect all repairs and improvements;
 - 7.5.5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Company and the monies so paid will be deemed to be an expense properly incurred by the Receiver;

- 7.5.6 to promote the formation of a subsidiary or subsidiaries of the Company, purchasing, leasing, licensing, or otherwise acquiring interests in all or any of the assets of the Company;
 - 7.5.7 to make any arrangement or compromise which the Lender or the Receiver may think fit;
 - 7.5.8 to make effect all repairs, renewals, improvements, and insurances;
 - 7.5.9 to appoint managers officers and agents for any of the purposes referred to in this Clause 7 at such salaries as the receiver may determine; and
 - 7.5.10 to do all other acts and things as may be considered by the receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 7.6 A person dealing with the Receiver in good faith and for value shall not be concerned to enquire whether the Receiver is validly appointed or acting within his powers.

8. Appointment of an Administrator

- 8.1 The Lender may, without notice to the Company appoint any one or more persons to be an Administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- 8.2 Any appointment under this Clause 8 shall:
- 8.2.1 be in writing signed by a duly authorised signatory of the Lender; and
 - 8.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- 8.3 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

9. Power of Attorney

The Company irrevocably appoints the Lender (whether or not the Receiver has been appointed) and also (as a separate appointment) the Receiver severally the Attorney and Attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Debenture or may be deemed proper for any of its purposes, and to convey or transfer a legal estate to any purchaser of any freehold, leasehold or heritable property charged under this Debenture.

10. Application of security proceeds

Any monies received under the powers conferred by this Debenture will, subject to the repayment of any prior claims, be paid or applied in the following order of priority:

- 10.1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver;
- 10.2 in or towards satisfaction of the Secured Liabilities in whatever order the Lender may require; and
- 10.3 as the surplus (if any) to the person(s) entitled to it;

Provided that the Receiver may retain any monies in his hand for so long as he thinks fit, and the Lender may, without prejudice to any other rights the Lender may have at any time and from time to time, place and keep for such time as the Lender may think prudent any monies received, recovered or realised under or by virtue of this Debenture to or at a separate or suspense account to the credit either of the Company or if the Lender as the Lender thinks fit without any intermediate obligation on the part of the Lender to apply such monies or any part of such monies in or towards the discharge of the Secured Liabilities.

11. Dealings with property requiring the Lender consent

While this Debenture subsists:

- 11.1 no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the freehold and leasehold property charged under this Debenture will be capable of being exercised by the Company without the previous written consent of the Lender;
- 11.2 the Company shall not be entitled to part of possession (otherwise than on the determination of any lease, tenancy or licence) of any property hereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without such consent as aforesaid; and
- 11.3 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Debenture.

12. The Lender power of sale

- 12.1 Section 103 of the Law of Property Act 1925 will not apply to this Debenture but the statutory power of sale will as between the Lender and a purchaser from the Lender arise on and be exercisable at any time after the execution of this Debenture provided that the Lender will not exercise the power of sale until payment of all or any part of the Secured Liabilities has been demanded or the Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.
- 12.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender under this Debenture are extended so as to authorise the Lender whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company and the generally on such terms

and conditions (including the payment of money to the lessee or tenant on a surrender) and whether or not a premium as the Lender thinks fit.

13. Company to meet the Lender expenses

All costs, charges and expenses incurred hereunder by the Lender, and all other monies paid by the Lender or by the Receiver in perfecting or otherwise in connection with this security or in respect of the Assets, including (without prejudice to the generality of the foregoing)(1) all monies expended by the Lender under Clause 6 and 16 hereof, (2) all costs of the Lender (on a solicitor and own client basis) of all proceedings for the enforcement of this security or for obtaining payment of monies hereby secured or arising out of or in connection with the acts authorised by Clause 7 hereof; (3) all costs and losses to the Lender arising in consequence of any default by the Company in the performance of its obligations and (4) all the administrative charges of the Lender based on time spent by it in connection with any of the foregoing shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the Assets.

14. Company's authority to release information

The Company agrees that the Lender may from time to time seek from any person having dealings with the Company such information about it and its affairs as the Lender may think fit and authorises and requests any such person to provide information to the Lender and agree to provide such further authority for this purpose as the Lender from time to time may require.

15. Appointment of Investigating Accountant

The Company will at its own cost at any time if so required by the Lender appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Company and those of its subsidiaries and report to the Lender. The Company authorises [bank] itself at any time to make such appointment without further authority being required from the Company as it shall think fit and in every such case the fees and expenses of such accountants will be paid by the Company but may be paid by the Lender on the Company's behalf and the Lender may at the time of such appointment or at any time after such appointment guarantee payment by the Company of such fees and expenses.

16. Power to grant Debenture

The Company certifies that the security created by this Debenture does not contravene any of the provisions of its Memorandum or Articles of Association.

17. Third Party Rights

A person who is not party to this Debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture. This Clause does not affect any right or remedy of any persons which exists or is available otherwise than pursuant to that Act.

18. Definitions

In the interpretation of this Debenture:

- 18.1 "Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;
- 18.2 The expression "the Lender" will include persons deriving title from the Lender;

- 18.3 **"Secured Liabilities"** shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction, including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters;
- 18.4 The expressions **"holding company"** and **"subsidiary"** shall have the meanings given to them in section 736 of the Companies Act 1985;
- 18.5 References to **"including"** will not be construed restrictively but will be construed as meaning **"including, without prejudice to the generality of the foregoing"**;
- 18.6 References to Clauses are to be construed as references to the Clauses of this Debenture and references to this Debenture include the Schedule;
- 18.7 References to this Debenture and any provisions of it shall be construed as references to it in force from the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 18.8 References to statutes, statutory provisions and other legislation shall include all amendments, modifications and re-enactments for the time being in force;
- 18.9 Words importing the singular are to include the plural and vice versa;
- 18.10 References to a person are to be construed to include reference to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- 18.11 References to any person are to be construed to include that person's assignees and transferees or successors in title, whether direct or indirect; and
- 18.12 Clause headings are for ease of reference only and are not to affect the interpretation of this Debenture.

19. Governing Law

This Debenture will be governed by and construed according to English law.

This Debenture has been executed by the Company as a deed

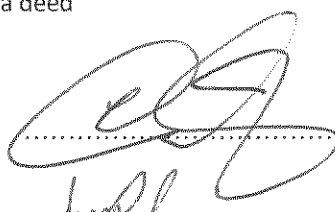

Executed as a deed
by **CEMLAW LIMITED**
the presence of

Witness signature

Witness first name

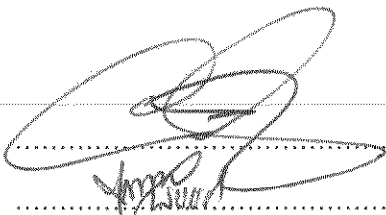
Witness address

Witness occupation


.....

.....
MR. PETER JAMES WOOD
.....
ABDONS LUTAL
.....
LUTAL
.....
LST 2HR
.....
.....
SOLICITOR
.....

Executed as a deed
by **Mr Clive Arthur Linley** in
the presence of: -

Witness signature



Witness first name

Witness address

MR PETER JAMES LLOYD
AS ABOVE

Witness occupation

SOLICITOR

The Schedule

County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description
WEST YORKSHIRE BRADFORD	WYK691063	Flat 2, 5 Church Street, Ilkley LS29 9DR

The address for service on the Lender in the case of any registered land is: 27 Tatham Way Leeds LS8 2PR