

MR01

Particulars of a charge

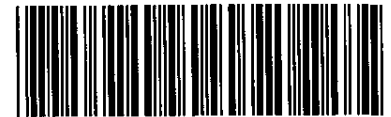
✓ 129521/23
Oyez



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

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

THURSDAY
TUE
THU



R76LN7UR

RCS 24/05/2018 #33
COMPANIES HOUSE
A77GT296
A10 05/06/2018 #310
COMPANIES HOUSE
A76M33XG
A24 24/05/2018 #53
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

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

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

1

Company details

Company number 1 1 0 7 0 1 0 9

Company name in full SL 1001 Limited

For official use

Filing 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 1 8 0 5 2 0 1 8

3

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

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

Name Andrew Powell ✓

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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Brief description

Freehold property known as Dorset County Council Building, Bath Road, Sturminster Newton, Dorset, DT10 1EB shown edged in red on the plan attached to this Legal Charge and registered in part under Title Number DT365801.

Please limit the description to the available space.

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☐ Yes

☒ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

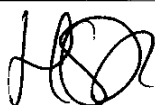
Signature

Please sign the form here.

Signature

Signature

×



×

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Paul Russell - PR/SPE18/3

Company name

HSR Law

Address

Law Chambers

7 South Parade

Post town

Doncaster

County/Region

Postcode

D N 1 2 D Y

Country

DX DX 711895 Doncaster 2

Telephone

01302 347800



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11070109

Charge code: 1107 0109 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2018 and created by SL 1001 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2018.

Qf

Given at Companies House, Cardiff on 19th June 2018

Certified to be a true and complete copy of the original

MSR

Solicitor
HSR Law
7 South Parade
Doncaster DN1 2DY

THIS LEGAL CHARGE is made the 18th day of May 2018

BETWEEN

ANDREW POWELL of Wray House 27a Wray Lane, Reigate, Surrey, RH2 0HU (1) (hereinafter called "the Mortgagee") and **SL1001 LIMITED** (CRN 11070109) of Northside House 69 Tweedy Road Bromley Kent BR1 3WA (2) (hereinafter called "the Mortgagor") which expression shall where the context so admits include its successors in title and assign(s)

1. DEFINITIONS

In this Legal Charge the following words shall have the meanings ascribed to them below

- | | | |
|-----|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | "the Act" | means the Law of Property Act 1925 (as amended) |
| (2) | "the Mortgaged Property" | means the freehold property known as Dorset County Council Building, Bath Road, Sturminster Newton, Dorset, DT10 1EB shown edged in red on the plan attached to this Legal Charge and registered in part under title number DT365801. together with all fixtures in or upon the property and all interest in the property or in its proceeds of sale which the Mortgagor may charge to the Mortgagee both at law and in equity |
| (3) | "the Principal Sum" | means the sum of £600,000 (Six Hundred Thousand Pounds) |
| (4) | "Planning Law" | means the provisions of the Town and Country Planning Acts 1990 and 1991 the Planning and Compensation Act 1991 and all statutes re-enacting modifying or replacing the same and all statutory instruments orders notices directions and regulations made there under respectively |
| (5) | "Development" | shall have the meaning ascribed to that expression under Planning Law |
| (6) | "the Term" | means the period of one year (1 year) commencing on the date hereof or such other |

period as may be agreed by the parties from time to time

(7) **Secured Liabilities**

all present monies, obligations and liabilities owed by the Mortgagors to the Mortgagee under this mortgage.

2. COVENANT TO PAY

In consideration of the Principal Sum now paid by the Mortgagee to the Mortgagor (the effective receipt of which the Mortgagor hereby acknowledges) the Mortgagor covenants with the Mortgagee that it will repay the Principal Sum on or before the end of the Term.

3. REPAYMENT AND REDEMPTION

Upon the Mortgagor paying the Principal Sum the Mortgagee will at the request and cost of the Mortgagor promptly discharge this security

4. CHARGE

The Mortgagor with full title guarantee charges by way of legal mortgage the Mortgaged Property for the payment to the Mortgagee of the Principal Sum

5. THE MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Mortgagee to:-

5.1 keep all buildings comprised in or forming part of the Mortgaged Property in good repair and condition and repair and renew all fixtures that become damaged worn out or destroyed

5.2 pay all rates taxes assessments impositions and outgoings of whatsoever kind or nature which may be imposed upon or in respect of the Mortgaged Property as and when the same shall become payable

5.3 observe and perform all restrictive and other covenants agreements conditions stipulations and obligations (if any) affecting the Mortgaged Property and the Mortgagee's obligations as landlord contained or referred to in any leases of the Mortgaged Property or

COUNTERPART

THIS LEGAL CHARGE is made the 18th day of May

2018
Solicitor
HSR Law
7 South Parade
Doncaster DN1 2DY

BETWEEN

ANDREW POWELL of Wray House 27a Wray Lane, Reigate, Surrey, RH2 0HU (1) (hereinafter called "the Mortgagee") and **SL1001 LIMITED** (CRN 11070109) of Northside House 69 Tweedy Road Bromley Kent BR1 3WA (2) (hereinafter called "the Mortgagor") which expression shall where the context so admits include its successors in title and assign(s)

1. DEFINITIONS

In this Legal Charge the following words shall have the meanings ascribed to them below

- (1) "the Act" means the Law of Property Act 1925 (as amended)
- (2) "the Mortgaged Property" means the freehold property known as **Dorset County Council Building, Bath Road, Sturminster Newton, Dorset, DT10 1EB shown edged in red on the plan attached to this Legal Charge** and registered in part under title number DT365801. together with all fixtures in or upon the property and all interest in the property or in its proceeds of sale which the Mortgagor may charge to the Mortgagee both at law and in equity
- (3) "the Principal Sum" means the sum of £600,000 (Six Hundred Thousand Pounds)
- (4) "Planning Law" means the provisions of the Town and Country Planning Acts 1990 and 1991 the Planning and Compensation Act 1991 and all statutes re-enacting modifying or replacing the same and all statutory instruments orders notices directions and regulations made there under respectively
- (5) "Development" shall have the meaning ascribed to that expression under Planning Law
- (6) "the Term" means the period of one year (1 year) commencing on the date hereof or such other

period as may be agreed by the parties from time to time

- (7) **Secured Liabilities** all present monies, obligations and liabilities owed by the Mortgagors to the Mortgagee under this mortgage.

2. COVENANT TO PAY

In consideration of the Principal Sum now paid by the Mortgagee to the Mortgagor (the effective receipt of which the Mortgagor hereby acknowledges) the Mortgagor covenants with the Mortgagee that it will repay the Principal Sum on or before the end of the Term.

3. REPAYMENT AND REDEMPTION

Upon the Mortgagor paying the Principal Sum the Mortgagee will at the request and cost of the Mortgagor promptly discharge this security

4. CHARGE

The Mortgagor with full title guarantee charges by way of legal mortgage the Mortgaged Property for the payment to the Mortgagee of the Principal Sum

5. THE MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Mortgagee to:-

5.1 keep all buildings comprised in or forming part of the Mortgaged Property in good repair and condition and repair and renew all fixtures that become damaged worn out or destroyed

5.2 pay all rates taxes assessments impositions and outgoings of whatsoever kind or nature which may be imposed upon or in respect of the Mortgaged Property as and when the same shall become payable

5.3 observe and perform all restrictive and other covenants agreements conditions stipulations and obligations (if any) affecting the Mortgaged Property and the Mortgagee's obligations as landlord contained or referred to in any leases of the Mortgaged Property or

any part thereof

5.4 insure the Mortgaged Property against loss or damage by fire and the usual property owners' comprehensive risks together with such other risks and contingencies as any prior mortgagee may from time to time require (or in default of any requirement as the Mortgagee may require) to the full reinstatement value of the Mortgaged Property together with architects' and engineers' fees demolition debris removal and site clearance and any Value Added Tax payable thereon and to pay all premiums falling due for such insurance on the due dates and if the Mortgagor shall fail to insure or pay any due premium the Mortgagee may do so and all monies expended for that purpose with Interest thereon shall be charged upon the Mortgaged Property and be immediately repayable by the Mortgagor together with Interest PROVIDED THAT in any event the Mortgagee shall not be obliged at any time to effect any insurance on the Mortgaged Property and if there is no effective insurance in force *or any such insurance is insufficient at the time when the Mortgaged Property is destroyed or damaged* the Mortgagor shall at his own expense rebuild repair or reinstate the same to the reasonable satisfaction of the Mortgagee

5.5 procure that all money payable under any insurance in respect of loss or damage to the Mortgaged Property whether effected or maintained pursuant to the covenants contained in this Legal Charge or otherwise (subject to the prior requirements of any prior mortgagee) shall be applied in making good the loss or damage in respect of which the money is received

5.6 observe any and every enactment (which expression in this clause includes as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the Mortgaged Property or any development or use of the same for any purpose and execute all works and provide and maintain all arrangements which by any authorised person authority or body are *or may be recommended directed or required to be executed* provided or maintained at any time

5.7 execute and do all such assurances and things as the Mortgagee may require for perfecting this security or preserving the Mortgaged Property or for facilitating the realisation of the Mortgaged Property in such manner as the Mortgagee may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Legal Charge or by law on the Mortgagee or any receiver appointed by it

5.8 pay on demand all costs charges and expenses (whether in the nature of income or

capital) properly incurred by the Mortgagee or by any receiver appointed by him in or in connection with the exercise of any powers conferred by this Legal Charge or by statute or which they or either of them shall incur in or in connection with the recovery or attempted recovery of the Mortgage secured sums hereunder or the preservation or attempted preservation of this security or of the Mortgaged Property and the remuneration of any receiver

5.9. not permit or suffer to be done in or upon the Mortgaged Property any act or thing in contravention of Planning Law and forthwith to comply with any notice or order affecting the Mortgaged Property that shall be issued or made by any competent authority

5.10 produce forthwith to the Mortgagee any order direction permission notice or other matter whatsoever affecting or likely to affect the Mortgaged Property and served upon the Mortgagor by any authority or third party and to supply copies thereof to the Mortgagee upon request

5.11 the Mortgagor represents and warrants to the Mortgagee that

- a. the Property is free from any encumbrances other than the Encumbrances created by this mortgage and as disclosed prior to the date hereof
- b. the Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the property or any interest in it
- d. no encumbrance expressed to be created under this mortgage is liable to be avoided or otherwise set aside on the bankruptcy of the Mortgagor or otherwise

6. STATUTORY POWERS

6.1 The statutory powers conferred upon the Mortgagee as varied and extended by this Legal charge and all other powers conferred in this Legal Charge shall in favour of any purchaser (as defined in Section 205 of the Act) or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this Legal Charge

6.2 The Mortgagor may exercise any of the powers of leasing or accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law without the consent in writing of the Mortgagee and the Mortgagee shall be entitled to grant or accept surrenders of leases without restriction after the power of sale shall have become exercisable

6.3 The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Act shall not apply to this security

7. ENFORCEMENT OF SECURITY

7.1 Section 103 of the Act shall not apply to this security and upon failure by the Mortgagor to pay as and when they become due or any other material breach on the Mortgagor's part contained in this deed which is not made good after reasonable notice has been given this security shall become enforceable and the Mortgagee may exercise its power of sale and other powers under that or any other Act or this deed at any time after notice has been given by the Mortgagee (and has expired)

7.2 The Mortgagee may at any time after this security has become enforceable appoint or *remove a receiver or receivers of the Mortgaged Property* or if the *Mortgaged Property* appears to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagor and any receiver so appointed shall in addition to the powers conferred by the Act have the following powers:-

- 7.2.1 Power to take possession of collect and get in the Mortgaged Property or any part of it
- 7.2.2 Power to repair insure protect and improve the Mortgaged Property
- 7.2.3 Power to dispose or concur in disposing or to let or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Property and in particular (but without prejudice to the generality of the above) to carry such disposal letting or surrender into effect by conveying transferring leasing letting surrendering or accepting surrenders in the name or on behalf of the Mortgagee or otherwise
- 7.2.4 Power to exercise all the powers conferred on the Mortgagor by any statute deed or contract in respect of any part of the Mortgaged Property

8. MONIES ARISING ON ENFORCEMENT OF SECURITY

All monies arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Legal Charge shall be applied in such order and in such manner as is provided for in the Act SUBJECT TO the rights and priority of any prior mortgagee

PROVIDED THAT any surplus after payment of the Principal Sum Interest and all costs and charges arising out of the enforcement of this security shall be paid to the person so entitled

9. POWER OF ATTORNEY

The Mortgagor hereby irrevocably appoints any receiver or receivers appointed by the Mortgagee severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf in act and deed but only after the power of sale has arisen or in any of the circumstances referred to in clause 5.2 to sign or execute all deeds instruments and documents which may be required by any receiver or receivers pursuant to this deed or the exercise of any of their powers

10. LIABILITY OF MORTGAGEE OR RECEIVER

Neither the Mortgagee nor any receiver appointed by the Mortgagee shall by reason of the Mortgagee or any such receiver entering into possession of the Mortgaged Property or any part of it be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

11. PERSONS DEALING WITH MORTGAGEE OR RECEIVER

No person or persons dealing with the Mortgagee or any receiver appointed by it shall be concerned bound or entitled to enquire or be affected by notice as to whether or not the security has become enforceable or any power has been exercised or purported to be exercised under the provisions of this Legal Charge

12. TIME AND INDULGENCE

The Mortgagee and/or any receiver appointed hereunder may at any time or times without in any way discharging or prejudicing this security or any right or remedy of the Mortgagee under this Legal Charge grant to the Mortgagor any time or indulgence and enter any variation or arrangement with the Mortgagor

13. DEMANDS AND NOTICES

Any demand or notice under this Legal Charge shall be made in writing signed by or on

behalf of the Mortgagee and may be served on the Mortgagor either personally or by first class post and a demand or notice by post may be addressed to the Mortgagor at his or her last known address or at his or her place of business last known to the Mortgagee and a demand or notice so addressed and posted shall be effective notwithstanding the death of the Mortgagor

14 PERFECTION OF SECURITY

The Mortgagee consents to an application being made by the Mortgagor to the Land Registrar for the following restrictions in Form P to be registered against the title to this property :-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without the consent signed by the proprietor for the time being of the charge dated _____ in favour of Andrew Powell"

15 INTERPRETATION

In this Legal Charge where the context so admits words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the female gender and words importing the singular number only shall include the plural number and vice versa and if there are two or more parties hereto as the first party to this deed the expression "the Mortgagor" shall be construed as referring to all or any of those persons and obligations undertaken by more than a single person are joint and several obligations for all the purposes of and in the context of this deed

16. COSTS

The Mortgagor shall pay to or reimburse the Mortgagee on demand, on a full indemnity basis, all costs and liabilities incurred by the Mortgagee, in relation to

- a. This mortgage and
- b. Suing for or recovering, any Secured Liabilities

including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or the incurred in or suffered by any default or delay by the Mortgagor in performing any of this obligations under the mortgage.

17. GOVERNING LAW AND JURISDICTIONS


- a. This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of England
- b. Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdictions over any dispute or claims arising out of or in connection with this deed or its subject matter or formation

IN WITNESS whereof this Legal Charge has been executed as a deed the day and year first before written

SIGNED AS A DEED

by **ANDREW POWELL**

in the presence of:-


L. NIXON
1 BUTTERFIELD COURT
TOWNSHOTT CLOSE
BOCKHAM
SURREY
KT23 4DE

SIGNED AS A DEED

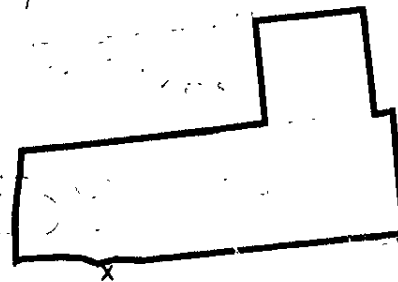
by **SL1001 LIMITED**

Directors



Directors

A4



[Handwritten signature]



© Crown Copyright. All rights reserved.
Dorset County Council LA100018790 2017

Dorset County Council



Enabling communities in Dorset to thrive, now and for the future

544/100410

**NORTH DORSET LOCAL OFFICE
BATH ROAD
STURMINSTER NEWTON
DT10 1DR**

Scale
1:1250 @ A4

Date
OCT 2017

Drawn
RT

Drawing Title

DISPOSAL PLAN

UPRN

100041048230

Drawing Number

PD3772

Asr Low

THIS LEGAL CHARGE is made the *18* day of *MAY* 2018

Solicitor
HSR Law
7 South Parade
Doncaster DN1 2DY

BETWEEN

ANDREW POWELL of Wray House 27a Wray Lane, Reigate, Surrey, RH2 0HU (1) (hereinafter called "the Mortgagee") and **SL1001 LIMITED** (CRN 11070109) of Northside House 69 Tweedy Road Bromley Kent BR1 3WA (2) (hereinafter called "the Mortgagor") which expression shall where the context so admits include its successors in title and assign(s)

1. DEFINITIONS

In this Legal Charge the following words shall have the meanings ascribed to them below

- | | |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) "the Act" | means the Law of Property Act 1925 (as amended) |
| (2) "the Mortgaged Property" | means the freehold property known as <i>Dorset County Council Building, Bath Road, Sturminster Newton, Dorset, DT10 1EB shown edged in red on the plan attached to this Legal Charge</i> and registered in part under title number DT365801. together with all fixtures in or upon the property and all interest in the property or in its proceeds of sale which the Mortgagor may charge to the Mortgagee both at law and in equity |
| (3) "the Principal Sum" | means the sum of £600,000 (Six Hundred Thousand Pounds) |
| (4) "Planning Law" | means the provisions of the Town and Country Planning Acts 1990 and 1991 the Planning and Compensation Act 1991 and all statutes re-enacting modifying or replacing the same and all statutory instruments orders notices directions and regulations made there under respectively |
| (5) "Development" | shall have the meaning ascribed to that expression under Planning Law |
| (6) "the Term" | means the period of one year (1 year) commencing on the date hereof or such other |

period as may be agreed by the parties from time to time

- (7) Secured Liabilities all present monies, obligations and liabilities owed by the Mortgagors to the Mortgagee under this mortgage.

2. COVENANT TO PAY

In consideration of the Principal Sum now paid by the Mortgagee to the Mortgagor (the effective receipt of which the Mortgagor hereby acknowledges) the Mortgagor covenants with the Mortgagee that it will repay the Principal Sum on or before the end of the Term.

3. REPAYMENT AND REDEMPTION

Upon the Mortgagor paying the Principal Sum the Mortgagee will at the request and cost of the Mortgagor promptly discharge this security

4. CHARGE

The Mortgagor with full title guarantee charges by way of legal mortgage the Mortgaged Property for the payment to the Mortgagee of the Principal Sum

5. THE MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Mortgagee to:-

5.1 keep all buildings comprised in or forming part of the Mortgaged Property in good repair and condition and repair and renew all fixtures that become damaged worn out or destroyed

5.2 pay all rates taxes assessments impositions and outgoings of whatsoever kind or nature which may be imposed upon or in respect of the Mortgaged Property as and when the same shall become payable

5.3 observe and perform all restrictive and other covenants agreements conditions stipulations and obligations (if any) affecting the Mortgaged Property and the Mortgagee's obligations as landlord contained or referred to in any leases of the Mortgaged Property or

any part thereof

5.4 insure the Mortgaged Property against loss or damage by fire and the usual property owners' comprehensive risks together with such other risks and contingencies as any prior mortgagee may from time to time require (or in default of any requirement as the Mortgagee may require) to the full reinstatement value of the Mortgaged Property together with architects' and engineers' fees demolition debris removal and site clearance and any Value Added Tax payable thereon and to pay all premiums falling due for such insurance on the due dates and if the Mortgagor shall fail to insure or pay any due premium the Mortgagee may do so and all monies expended for that purpose with Interest thereon shall be charged upon the Mortgaged Property and be immediately repayable by the Mortgagor together with Interest PROVIDED THAT in any event the Mortgagee shall not be obliged at any time to effect any insurance on the Mortgaged Property and if there is no effective insurance in force or any such insurance is insufficient at the time when the Mortgaged Property is destroyed or damaged the Mortgagor shall at his own expense rebuild repair or reinstate the same to the reasonable satisfaction of the Mortgagee

5.5 procure that all money payable under any insurance in respect of loss or damage to the Mortgaged Property whether effected or maintained pursuant to the covenants contained in this Legal Charge or otherwise (subject to the prior requirements of any prior mortgagee) shall be applied in making good the loss or damage in respect of which the money is received

5.6 observe any and every enactment (which expression in this clause includes as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the Mortgaged Property or any development or use of the same for any purpose and execute all works and provide and maintain all arrangements which by any authorised person authority or body are or may be recommended directed or required to be executed provided or maintained at any time

5.7 execute and do all such assurances and things as the Mortgagee may require for perfecting this security or preserving the Mortgaged Property or for facilitating the realisation of the Mortgaged Property in such manner as the Mortgagee may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Legal Charge or by law on the Mortgagee or any receiver appointed by it

5.8 pay on demand all costs charges and expenses (whether in the nature of income or

capital) properly incurred by the Mortgagee or by any receiver appointed by him in or in connection with the exercise of any powers conferred by this Legal Charge or by statute or which they or either of them shall incur in or in connection with the recovery or attempted recovery of the Mortgage secured sums hereunder or the preservation or attempted preservation of this security or of the Mortgaged Property and the remuneration of any receiver

5.9. not permit or suffer to be done in or upon the Mortgaged Property any act or thing in contravention of Planning Law and forthwith to comply with any notice or order affecting the Mortgaged Property that shall be issued or made by any competent authority

5.10 produce forthwith to the Mortgagee any order direction permission notice or other matter whatsoever affecting or likely to affect the Mortgaged Property and served upon the Mortgagor by any authority or third party and to supply copies thereof to the Mortgagee upon request

5.11 the Mortgagor represents and warrants to the Mortgagee that

- a. the Property is free from any encumbrances other than the Encumbrances created by this mortgage and as disclosed prior to the date hereof
- b. the Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the property or any interest in it
- d. no encumbrance expressed to be created under this mortgage is liable to be avoided or otherwise set aside on the bankruptcy of the Mortgagor or otherwise

6. STATUTORY POWERS

6.1 The statutory powers conferred upon the Mortgagee as varied and extended by this Legal charge and all other powers conferred in this Legal Charge shall in favour of any purchaser (as defined in Section 205 of the Act) or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this Legal Charge

6.2 The Mortgagor may exercise any of the powers of leasing or accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law without the consent in writing of the Mortgagee and the Mortgagee shall be entitled to grant or accept surrenders of leases without restriction after the power of sale shall have become exercisable

6.3 The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Act shall not apply to this security

7. ENFORCEMENT OF SECURITY

7.1 Section 103 of the Act shall not apply to this security and upon failure by the Mortgagor to pay as and when they become due or any other material breach on the Mortgagor's part contained in this deed which is not made good after reasonable notice has been given this security shall become enforceable and the Mortgagee may exercise its power of sale and other powers under that or any other Act or this deed at any time after notice has been given by the Mortgagee (and has expired)

7.2 The Mortgagee may at any time after this security has become enforceable appoint or remove a receiver or receivers of the Mortgaged Property or if the Mortgaged Property appears to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagor and any receiver so appointed shall in addition to the powers conferred by the Act have the following powers:-

- 7.2.1 Power to take possession of collect and get in the Mortgaged Property or any part of it
- 7.2.2 Power to repair insure protect and improve the Mortgaged Property
- 7.2.3 Power to dispose or concur in disposing or to let or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Property and in particular (but without prejudice to the generality of the above) to carry such disposal letting or surrender into effect by conveying transferring leasing letting surrendering or accepting surrenders in the name or on behalf of the Mortgagee or otherwise
- 7.2.4 Power to exercise all the powers conferred on the Mortgagor by any statute deed or contract in respect of any part of the Mortgaged Property

8. MONIES ARISING ON ENFORCEMENT OF SECURITY

All monies arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Legal Charge shall be applied in such order and in such manner as is provided for in the Act SUBJECT TO the rights and priority of any prior mortgagee

PROVIDED THAT any surplus after payment of the Principal Sum Interest and all costs and charges arising out of the enforcement of this security shall be paid to the person so entitled

9. POWER OF ATTORNEY

The Mortgagor hereby irrevocably appoints any receiver or receivers appointed by the Mortgagee severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf in act and deed but only after the power of sale has arisen or in any of the circumstances referred to in clause 5.2 to sign or execute all deeds instruments and documents which may be required by any receiver or receivers pursuant to this deed or the exercise of any of their powers

10. LIABILITY OF MORTGAGEE OR RECEIVER

Neither the Mortgagee nor any receiver appointed by the Mortgagee shall by reason of the Mortgagee or any such receiver entering into possession of the Mortgaged Property or any part of it be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

11. PERSONS DEALING WITH MORTGAGEE OR RECEIVER

No person or persons dealing with the Mortgagee or any receiver appointed by it shall be concerned bound or entitled to enquire or be affected by notice as to whether or not the security has become enforceable or any power has been exercised or purported to be exercised under the provisions of this Legal Charge

12. TIME AND INDULGENCE

The Mortgagee and/or any receiver appointed hereunder may at any time or times without in any way discharging or prejudicing this security or any right or remedy of the Mortgagee under this Legal Charge grant to the Mortgagor any time or indulgence and enter any variation or arrangement with the Mortgagor

13. DEMANDS AND NOTICES

Any demand or notice under this Legal Charge shall be made in writing signed by or on

behalf of the Mortgagee and may be served on the Mortgagor either personally or by first class post and a demand or notice by post may be addressed to the Mortgagor at his or her last known address or at his or her place of business last known to the Mortgagee and a demand or notice so addressed and posted shall be effective notwithstanding the death of the Mortgagor

~~14 PERFECTION OF SECURITY~~

~~The Mortgagee consents to an application being made by the Mortgagor to the Land Registrar for the following restrictions in Form P to be registered against the title to this property :-~~

~~(15) "No disposition of the registered estate by the proprietor of the registered estate is to be registered without the consent signed by the proprietor for the time being of the charge dated _ in favour of Andrew Powell"~~

15 INTERPRETATION

In this Legal Charge where the context so admits words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the female gender and words importing the singular number only shall include the plural number and vice versa and if there are two or more parties hereto as the first party to this deed the expression "the Mortgagor" shall be construed as referring to all or any of those persons and obligations undertaken by more than a single person are joint and several obligations for all the purposes of and in the context of this deed

16. COSTS

The Mortgagor shall pay to or reimburse the Mortgagee on demand, on a full indemnity basis, all costs and liabilities incurred by the Mortgagee, in relation to

- a. This mortgage and
- b. Suing for or recovering, any Secured Liabilities

including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or the incurred in or suffered by any default or delay by the Mortgagor in performing any of this obligations under the mortgage.

17. GOVERNING LAW AND JURISDICTIONS

- a. This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of England
- b. Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdictions over any dispute or claims arising out of or in connection with this deed or its subject matter or formation

IN WITNESS whereof this Legal Charge has been executed as a deed the day and year first before written

SIGNED AS A DEED

by **ANDREW POWELL**

In the presence of:-

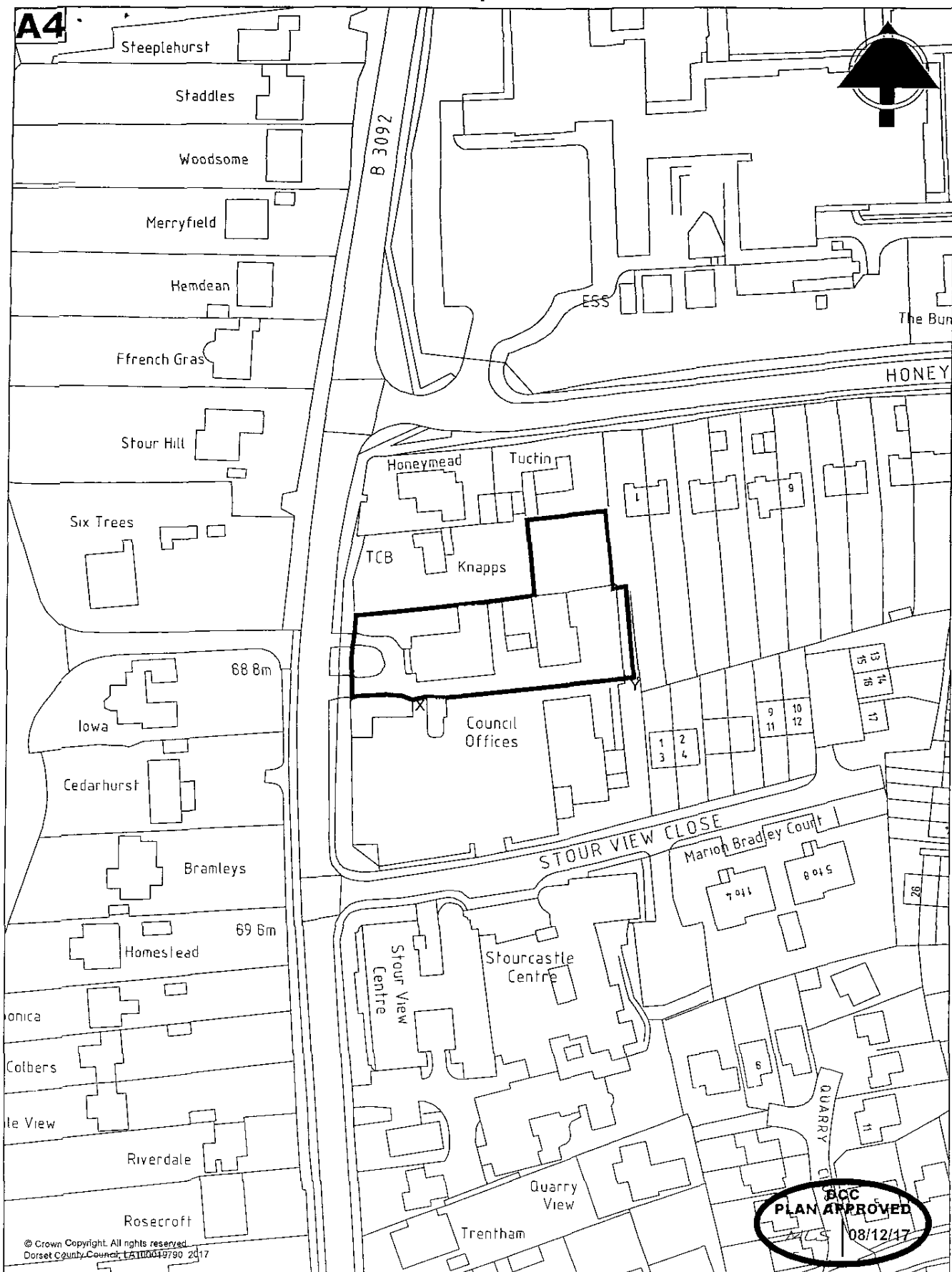
SIGNED AS A DEED

by SL1001 LIMITED

Directors

Directors

[Signature] GRANT LIVINGSTON
[Signature] Andrew Powell



© Crown Copyright. All rights reserved.
Dorset County Council LA1000419790 2017

Dorset County Council



Enabling communities in Dorset to thrive, now and for the future

Site/Property
**NORTH DORSET LOCAL OFFICE
BATH ROAD
STURMINSTER NEWTON
DT10 1DR**

Scale
1:1250 @ A4

Date
OCT 2017

Drawn by
RT

Drawing title
DISPOSAL PLAN

Unique
100041048230

Drawing Number
PD3772