



**Registration of a Charge**

Company name: **GOBIANS FARM LIMITED**

Company number: **09480131**



X4MRWJBU

Received for Electronic Filing: **22/12/2015**

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**Details of Charge**

Date of creation: **10/12/2015**

Charge code: **0948 0131 0001**

Persons entitled: **PORTMAN STRUCTURED FINANCE LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS LAND FORMING PART OF GOBIANS FARM, CHURCH STREET, BILLERICAY, ESSEX, CM11 2SY AND FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH WEST SIDE OF CHURCH STREET, BILLERICAY, ESSEX TOGETHER BEING ALL THE LAND SHOWN EDGED RED ON THE PLAN ATTACHED TO THE LEGAL CHARGE. FOR MORE DETAILS REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **SA LAW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9480131

Charge code: 0948 0131 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2015 and created by GOBIANS FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2015 .

Given at Companies House, Cardiff on 23rd December 2015

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

10 December

2015

**PORTMAN STRUCTURED FINANCE LIMITED**

- and -

**GOBIANS FARM LIMITED**

**COUNTERPART DEED OF LEGAL CHARGE**

SA Law LLP  
Gladstone Place  
36-38 Upper Marlborough Road  
St Albans  
Hertfordshire  
AL1 3UU  
Ref: GJD/Portman/306928-47

**THIS DEED** is made the 10<sup>th</sup> day of December 2015

In this Deed the expressions set out in the first column have the meanings shown in the second column.

The Lender: PORTMAN STRUCTURED FINANCE LIMITED (Registered Number 08000809)  
whose registered office is at 116 West Heath Road, London, NW3 7TU

The Borrower: GOBIANS FARM LIMITED (Registered Number 09480131) whose registered  
office is at 6 Tadworth Parade, Hornchurch, Essex, United Kingdom, RM12  
5AS

The Property: Firstly the freehold property known as land forming part of Gobians Farm,  
Church Street, Billericay, Essex CM11 2SY as the same is at the date hereof  
part of the land registered with absolute title under title number EX866969 at  
the Land Registry and

Secondly the freehold property known as land on the north-west side of Church  
Street, Billericay, Essex as the same is registered with absolute title under title  
number EX909793 at the Land Registry

Together being all the land comprised within a Transfer of even date made  
between (1) Rowan Jewell Dale McEvoy and (2) the Borrower and (3) Gobions  
Farm Estate (Billericay) Limited and shown edged red on the plan attached to  
this Legal Charge

and any part or parts of them and including all rights attached or appurtenant  
to them and all fixtures and fittings from time to time situate on them

Base Rate: Interest at the base lending rate from time to time of Royal Bank of Scotland  
PLC or if that base lending rate stops being used or published then at a  
comparable commercial rate reasonably determined by the Lender

Borrower's Obligations: All the Borrower's liabilities to the Lender of any kind and in any currency  
(whether present or future, actual or contingent and whether incurred alone or  
jointly with another) together with the Lender's charges and commission interest  
and Expenses

Charge: Means this Legal Charge and includes any instrument supplemental to or which  
is expressed to be collateral or entered into pursuant to, or in accordance with  
the terms of this Legal Charge

**Charged Property:** Means the Property, assets, debts, rights and undertaking charged to the Lender by this Charge and includes any part thereof or interest therein and any part or parts of it and including:

- (a) all rights attached or pertinent to it and all fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

**Encumbrance:** Means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment

**Expenses:** Means all interest, commission, fees and legal and other costs, charges and expenses, which the Lender may charge or incur in relation to the Borrower or this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis

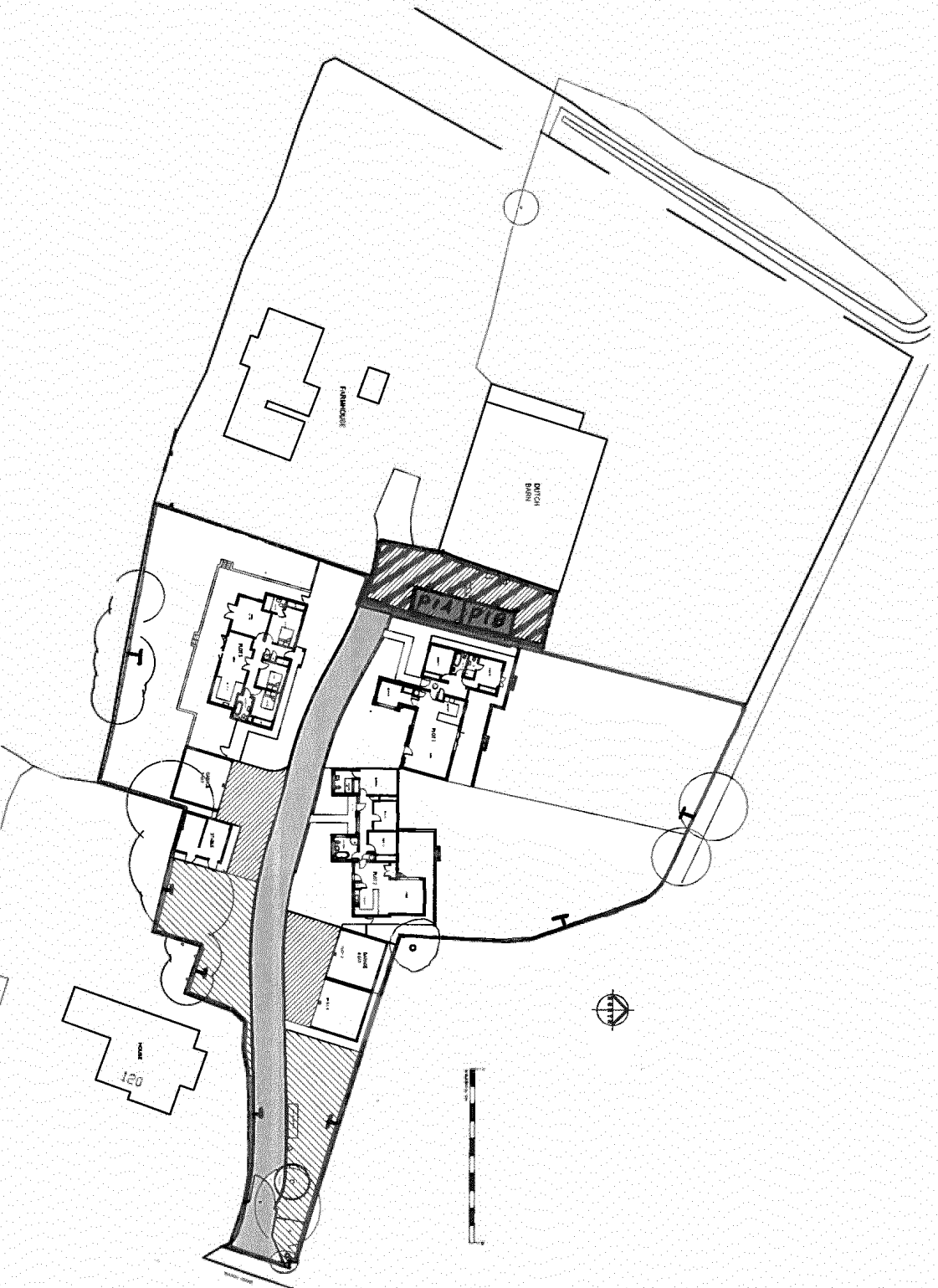
**Full Title Guarantee:** Has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

**The Interest Rate:** 4% above the Base Rate

## **INTERPRETATION**

In this Deed;

- a) The expressions "Lender" and "Borrower" where the context admits, include their respective



Answers

MARTYN PATTIE  
Michael and Debra Jones

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GOBIONS FARM, CHURCH STREET,  
GREAT BURSTEAD, ESSEX, CM11 2TR  
SITE DIVISION PLAN PLOT 1

Scales	1 : 500
Date	23/05/2015

1293/51

successors in title and assigns;

- b) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- c) Words importing the singular are to include the plural and vice versa;
- d) Any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

## **1 CHARGE**

1.1 The Borrower covenants with the Lender that the Borrower will pay to the Lender, or discharge all Borrower's Obligations on demand and as a continuing security for such discharge and with Full Title Guarantee charges to the Lender:

1.1.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the extent of the Borrower's interest in the Property or its proceeds of sale)

1.1.2 by way of first fixed charge:

1.1.2.1 all its rights in each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property, including all claims, the proceeds of all claims and all returns of premiums in connection with each such insurance policy;

1.1.2.2 all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Borrower in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise;



1.1.2.3 the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and

1.1.2.4 all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them

1.1.3 The Borrower hereby assigns absolutely to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Borrower's Obligations the benefit to the Borrower of all covenants, insurance policies (including all claims and the proceeds thereof), rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge

1.1.4 The Borrower shall forthwith on demand and at its own expense

execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender.

## **2 RESTRICTIONS**

2.1 The Borrower shall not without the Lender's prior written consent:

2.1.1 Create or permit to subsist or arise any Encumbrances or any right or option on the Property or any part thereof;

2.1.2 Sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any part of the Charged Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Charged Property or agree to do any of the foregoing;

2.1.3 Part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing

2.2 The Borrower may not assign or transfer any of its Obligations under this Charge or enter into any transactions, which would result in any of those Obligations passing to another person.

2.3 The Borrower requests the Chief Land Registrar to enter a restriction on the Registers of Title to the Property that no disposition by the Proprietor(s) of the land is to be registered without the consent of the Registered Proprietor of this Deed.

## **3 DISCHARGE**

3.1 If the Borrower satisfies the Borrower's Obligations in full to the effect that all those obligations have been unconditionally and irrevocably paid and discharged in full and no further Borrower's Obligations are capable of being outstanding the Lender at the

request and cost of the Borrower shall duly discharge this Charge and re-assign any other rights and claims referred to in clause 1.1.2.

- 3.2 The Lender shall not unreasonably withhold or delay the release of the Property or any part thereof from this Charge as per clause 3.1 hereof where the Borrower has sold their interest in the Property or the relevant part thereof at full market value at the date of sale and upon the Lender receiving the net proceeds of sale arising from that Sale amounting to the sale price less the legal and agents fees incurred in the sale of the Property or the relevant part thereof.

#### **4 COVENANTS BY THE BORROWER**

- 4.1 The Borrower covenants with the Lender at all times during the continuance of this security:

4.1.1 to repay all amounts due to the Lender under this Deed upon

4.1.1.1 any interest or other sum payable under this security or any related facility letter not being paid within 14 days of becoming due (or such other period as is stipulated in such facility letter)

4.1.1.2 the sale of the Property or any part thereof at any time save as set out in clause 3.2 above

4.1.1.3 distress or execution being rightfully levied or issued against any property of the Borrower

4.1.1.4 breach of any of the provisions of this Charge or any related facility letter or security that the Lender may have for the Borrower's obligations at any time

4.1.1.5

4.1.1.5.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any

creditors of the Borrower or surety;  
or

4.1.1.5.2 the Borrower or any surety  
becoming subject to an interim  
order or making a proposal for a  
voluntary arrangement under the  
Insolvency Act 1986 Part VIII or  
enters, or seeking to enter, into any  
other form of composition with his  
creditors whether in whole or in  
part; or

4.1.1.5.3 the making of an administration  
order in relation to the Borrower or  
surety; or

4.1.1.5.4 grant of an order of bankruptcy of  
the Borrower or any surety; or

4.1.1.5.5 the Borrower or any surety dying or  
becoming of unsound mind; or

4.1.1.5.6 the appointment of an  
administrator, or the filing at court  
of the prescribed documents in  
connection with the appointment of  
an administrator, in any case in  
relation to the Borrower or the  
surety; or

4.1.1.5.7 the appointment of a receiver or  
manager or an administrative  
receiver in relation to any property

or income of the Borrower or  
surety; or

4.1.1.5.8 the commencement of a member's  
voluntary winding-up in respect of  
the Borrower or surety, except a  
winding-up for the purpose of  
amalgamation or reconstruction of a  
solvent company in respect of which  
a statutory declaration of solvency  
has been filed with the Registrar of  
Companies; or

4.1.1.5.9 the grant of a winding-up order or a  
winding-up order in respect of the  
Borrower or surety; or

4.1.1.5.10 the striking-off of the Borrower or  
surety from the Register of  
Companies or the making of an  
application for the Borrower or the  
surety to be struck-off; or

4.1.1.5.11 the Borrower or surety otherwise  
ceasing to exist;

whichever shall first happen;

4.1.2 To keep any buildings and all fixtures and fittings upon the Property in  
good and substantial repair and condition and to permit representatives  
of the Lender free access at all times to view the state and condition of  
the Property;

4.1.3 To keep any buildings on the Charged Property insured with such  
insurer and against such risks as the Lender may require and to the  
Lender's satisfaction for their full replacement value with the Lender

named as co-insured and co-payee (where possible) and in any event with the Lender's interest noted on the policy;

- 4.1.4 To apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Lender's option in or towards the discharge of the Borrower's Obligations and pending such application the Borrower will hold such proceeds in trust for the Lender;
- 4.1.5 Not without the previous written consent of the Lender to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building, installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property;
- 4.1.6 The Borrower shall use all reasonable but commercially prudent endeavours to procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time;
- 4.1.7 The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business;
- 4.1.8 The Borrower shall not, without the prior written consent of the Lender:

4.1.8.1 make or, in so far as it is able, permit others to make any application for further planning permission or development consent in respect of the Property; or

4.1.8.2 carry out or permit or suffer to be carried out on the Property any further development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Property save in accordance with any planning permission granted to the Borrower prior to the date hereof.

4.2 If the Borrower shall fail to comply with any of the Obligations under clause 3.1 then the Lender may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed, shall carry interest at the Interest Rate from the date of payment to the date of reimbursement

## **5 ENFORCEMENT**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the Borrower's Obligations or after any breach by the Borrower of any of the provisions of this Charge.

## **6 RECEIVER**

5.1 Any Receiver appointed by the Lender shall (in addition to all powers conferred upon him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:

- 6.1.1 To take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
- 6.1.2 To commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- 6.1.3 To borrow monies on the security of the Charged Property for the purpose of exercising any of his powers;
- 6.1.4 To purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- 6.1.5 To sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- 6.1.6 To take, continue or defend proceedings or make any arrangement or compromise between the Borrower and any persons which he may think expedient;
- 6.1.7 To make and effect all repairs and improvements;
- 6.1.8 To effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- 6.1.9 To purchase materials, tools, equipment, goods or supplies;
- 6.1.10 To appoint managers, officers, contractors and agents for the aforesaid



purposes upon such terms as to remuneration or otherwise as he may determine;

6.1.11 To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

6.2 If the Borrower is not a company, the Borrower grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Borrower at the Property when the Receiver is appointed and to remove, store, sell or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Borrower.

6.3 Any monies received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

## **7 LENDER'S LIABILITIES**

7.1 In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any monies not actually received by the Lender.

7.2 In no circumstances shall the Lender be liable to the Borrower or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Borrower, its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

## **8 SUBSEQUENT CHARGES**

If the Lender receives notice of any subsequent charge or other interest affecting any part of the Property, the Lender may open a new account or accounts with the Borrower. If the

Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by or for the account of the Borrower as appropriate to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Borrower as appropriate to the Lender at the time when it received notice.

## **9 PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Lender shall not be concerned to enquire whether the Borrower's Obligations have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver.

## **10 POWER OF ATTORNEY**

- 10.1 The Borrower hereby irrevocably appoints the Lender as Attorney of the Borrower, for the Borrower and in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to sign, seal and deliver and otherwise perfect any Deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.
- 10.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

## **11 LENDER'S RIGHTS**

- 11.1 At any time after this Charge becomes enforceable all powers exercisable by the Lender

under this clause or under clause 5 above may be exercised by the Lender whether as attorney of the Borrower or otherwise.

11.2 The Borrower agrees that at any time after this Charge becomes enforceable;

11.2.1 Upon any sale or other disposition in exercise of the powers contained or implied within this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of sale in or towards satisfaction of the Borrower's Obligations;

11.2.2 The Lender may as agent of the Borrower remove and sell any chattels on the Property

11.3 The Lender shall on receiving notice that the Borrower has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Borrower and to open a new account or accounts with the Borrower and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender when it receives such notice.

11.4 11.4.1 If any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by any Encumbrance having priority over this security against the Property the Lender or any receiver appointed by him may redeem that prior Encumbrance or procure the transfer of it to himself any may settle and pass the accounts of any encumbrancer entitled to such prior security;

11.4.2 All the principal money, interest, costs, charges and expenses of and

incidental to any such redemption or transfer shall be repaid by the Borrower to the Lender on demand with interest at the Interest Rate payable from the date of payment by the Lender until repayment by the Borrower, and until repayment all such sums and interest shall be charged on the Property;

11.4.3 Any accounts settled or passed in connection with any such redemption or transfer shall be conclusive and binding as well between the Lender and any receiver appointed by him on the one hand and the Borrower on the other hand as between such prior encumbrancer and the Borrower.

## **12 INDULGENCE**

This security shall not be affected or prejudiced by the Lender:

- 12.1 holding or taking any other or further securities or guarantees,
- 12.2 varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying, renewing or determining any credit, in each case either to the Borrower or both,
- 12.3 renewing bills of exchange, promissory notes or other negotiable instruments,
- 12.4 giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition, in each case either from the Borrower or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender,

or by any other act or thing that apart from this provision would or might afford an equitable defence to a surety.

## **13 LENDER'S DEALINGS WITH MONEY RECEIVED**

The Lender may at any time place and keep for such time as the Lender thinks prudent any money received, recovered or realised by virtue of this security or under any other guarantee or security to the credit either of the Borrower or such other person or transaction, if any, as it thinks fit, without any intermediate obligation on its part to apply it or any part of it in or towards the discharge of the money as stated above.

## **14 COSTS AND INDEMNITY**

- 14.1 All Expenses properly incurred by the Lender in relation to this Charge or the Borrower's Obligations shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property.
- 14.2 The Lender and every attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

## **15 CONTINUING SECURITY**

- 15.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Borrower's Obligations or any of them and shall continue in full force and effect as a continuing security until formally discharged.
- 15.2 Section 93 of the Law of Property Act 1925 shall not apply to this Charge.

## **16 NOTICE**

- 16.1 Any notice or demand by the Lender shall be sent by post or fax or delivered to the Borrower at the above address or the Borrower's address last known to the Lender.
- 16.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.
- 16.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

## **17 WARRANTIES**

- 17.1 The Borrower is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.
- 17.2 The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.
- 17.3 Save as have been disclosed to the Lender prior hereto, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.
- 17.4 There is no breach of any law or regulation that materially and adversely affects the Charged Property.
- 17.5 No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.
- 17.6 Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.
- 17.7 There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause 1.1.3 and the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.
- 17.8 The Borrower has, at all times, complied in all material respects with all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the natural and man-made environment.
- 17.9 No security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.
- 17.10 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

## **18 MISCELLANEOUS**

- 18.1 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.
- 18.2 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 18.3 The Lender's rights under this Charge are accumulative and not exclusive of any right provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 18.4 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it will only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 18.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

## **19 LAW AND JURISDICTION**

This Charge is governed by and shall be construed in accordance with English law.

IN WITNESS whereof this Charge has been duly executed as a Deed and is intended to be and is delivered on the date first above written.

SIGNED as a Deed and Delivered by

the said Borrower acting by;

A SINGLE DIRECTOR,

RWAN JEWELL DALE

MCCLOY, IN THE PRESENCE OF:-

Director

*RJ Dale*

*[Signature]*

DAVID SPRINGETT

55 NEW LONDON ROAD

CHICHEMSFORD

ESSEX, CM2 4NA

Director/Secretary