



**Registration of a Charge**

Company Name: **ADDPLANT LIMITED**

Company Number: **01857884**



XCVDDZQ2

Received for filing in Electronic Format on the: **24/01/2024**

**Details of Charge**

Date of creation: **12/01/2024**

Charge code: **0185 7884 0004**

Persons entitled: **PETER MICHAEL BARRETT AND ALLASON BARRETT**

Brief description: **LAND AND BUILDINGS LYING TO THE NORTH OF GROVEHILL ROAD,  
BEVERLEY**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by: **LEGAL STUDIO SOLICITORS**



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

Company number: 1857884

Charge code: 0185 7884 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2024 and created by ADDPLANT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2024 .

Given at Companies House, Cardiff on 24th January 2024

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**

# Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:  HS222495
2	Property:  land and buildings lying to the north of Grovehill Road, Beverley
3	Date: 12 January 2024
4	Borrower: ADDPLANT LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 1857884  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register:  PETER MICHAEL BARRETT AND ALLASON BARRETT  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register:  [REDACTED]

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p><input checked="" type="checkbox"/> No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge registered after the date of this charge is to be registered without a written consent signed on behalf of Peter Michael Barrett and Allason Rosemary Barret or their personal representatives or conveyancer</p>
9	<p><b>Additional provisions</b></p> <p><b>9.1 DEFINITIONS AND INTERPRETATION</b></p> <p>For the purposes of this legal charge the terms defined in this clause 9.1 have the meanings specified</p> <p><b>9.1.1 Gender, personality and number</b></p> <p>Unless the context otherwise requires:</p> <p><b>9.1.1.1</b> the singular includes the plural and vice versa</p> <p><b>9.1.1.2</b> references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and</p> <p><b>9.1.1.3</b> references in the masculine gender include references in the feminine or neuter genders and vice versa</p> <p><b>9.1.2 Headings</b></p> <p>The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation</p> <p><b>9.1.3 Interpretation of 'the Borrower' and 'The Lender'</b></p> <p>Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include anyone or more of those persons and including, without limitation, in relation to the Lender pursuant to the Security Trust Deed</p> <p><b>9.1.4 Joint and several liability</b></p> <p>Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally</p>

**9.1.5 Obligation not to permit or suffer**

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person

**9.1.6 Addplant Group** means Addplant Group Limited incorporated and registered in England and Wales with company number 15071977 whose registered office is at Grovehill, Beverley, East Yorkshire, HU17 0JN

**9.1.7 Addplant Holdings** means Addplant Holdings Limited incorporated and registered in England and Wales with company number 02733251 whose registered office is at Grovehill, Beverley, East Yorkshire, HU17 0JN

**9.1.8 Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

**9.1.9 Event of Default** means has the meaning given in each Loan Note Instrument and each of the following events or circumstances:

**9.1.9.1** any Security on or over the assets of the Borrower, Addplant Holdings or Addplant Group becomes enforceable; or

**9.1.9.2** the Borrower is in breach or default of this deed and such breach or default remains unremedied for a period of 15 (fifteen) Business Days

**9.1.10 Loan Note Instrument 2028** means the loan note instrument dated on or around the date of this deed constituting the Loan Notes 2028, as from time to time is amended, varied, supplemented and extended

**9.1.11 Loan Note Instrument 2038** means the loan note instrument dated on or around the date of this deed constituting the Loan Notes 2038, as from time to time is amended, varied, supplemented and extended

**9.1.12 Loan Note Instruments:** means the Loan Note Instrument 2028 and the Loan Note Instrument 2038 and each a Loan Note Instrument

**9.1.13 Loan Notes 2028:** the £1,750,000 aggregate principal amount fixed and floating rate secured loan notes 2028 of Addplant Group constituted by the Loan Note Instrument 2028

**9.1.14 Loan Notes 2038:** the £1,350,000 aggregate principal amount fixed and floating rate secured loan notes 2038 of Addplant Group constituted by the Loan Note Instrument 2038

**9.1.15 Noteholders** has the meaning given in the Loan Note Instruments

**9.1.16 Secured Liabilities** means all present and future obligations and liabilities of the Borrower, Addplant Group or Addplant Holdings to the Noteholders, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Note Instruments or this deed, together with all, costs, charges, expenses or interest

(including, without limitation, default interest) accruing in respect of those obligations or liabilities, including such costs, charges and expenses incurred by any Noteholder in connection with the protection, preservation or enforcement of its rights under the Loan Note Instruments and any related document, including this deed or other security document

**9.1.17 Secured Parties** has the meaning given to such term in the Security Trust Deed

**9.1.18 Secured Trust Deed** means the security trust deed dated on or around the date of this deed and made between (1) the Borrower (2) Addplant Group (3) Addplant Holdings and (4) the Lender, as amended from time to time

**9.1.19 Security** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

**9.1.20 The Planning Acts**

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 9.1.22

**9.1.21 References to clauses**

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

**9.1.22 References to statutes**

Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute

**9.1.23 VAT**

VAT means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT

**9.1.24 Interest Rate**

Interest Rate means 4% above the base lending rate of Barclays Bank from time to time

**9.2 RECITALS**

**9.2.1 Title**

The Borrower is registered at the Land Registry as proprietor with title absolute of the property described in the Property free from incumbrances

**9.2.2 Agreement**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of a first legal mortgage, the Property

**9.2.3 Security Trust Deed**

The Lender has entered into this deed in their capacity as security trustees for and on behalf of the Secured Parties pursuant to the Security Trust Deed

**9.3 COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due, including, without limitation, immediately, if an Event of Default occurs

**9.4 LEGAL MORTGAGE**

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage

**9.5 BORROWER'S REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender that the execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

**9.6 BORROWER'S COVENANTS AS TO THE PROPERTY**

The Borrower covenants with the Lender as set out in this clause

**9.6.1 Repair**

**9.6.1.1 Repairing obligation**

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with Property in good and substantial repair and good working order and condition

**9.6.1.2 Inspection**

The Borrower will permit the Lender and his representatives at all times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession

**9.6.1.3 Entry and repair**

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, or associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee

in possession

**9.6.1.4 Repayment of expenses**

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 9.6.1.2 and clause 9.6.1.3

**9.6.2 Insurance**

The Borrower shall ensure the property is kept insured for its market value and produce to the Lender on demand a copy of the insurance policy

**9.6.3 Outgoings**

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

**9.6.4 General covenant to comply with statutes etc**

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

**9.6.5 General covenant to produce notices etc**

**9.6.5.1 Production**

The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it

**9.6.5.2 Compliance**

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 9.6.5.1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve writing

**9.6.6 Specific covenants relating to planning and environmental matters**

**9.6.6.1 Alteration of present use of the Property**

The Borrower will not use the Property for any purpose other than residential except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it

**9.6.6.2 No development without the Lender's consent**

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such



consent) carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts

**9.6.6.3 Compliance with conditions of permission for development**

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts he will comply with all conditions subject to which such permission is granted

**9.6.6.4 Compliance with environmental matters**

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

**9.6.7 General covenant to comply with statutes etc**

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

**9.6.8.5 Compliance with notices etc**

**9.6.8.5.1 Production**

If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it

**9.6.8.5.2 Compliance**

The Borrower will at the Lender's expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 9.6.8.5.1 without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal

**9.6.8.5.3 Failure to comply**

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 9.6.8.5.1, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee; in possession. All costs and expenses so incurred by the Lender will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate and all of which money and interest shall be charged on the Property

**9.6.8.5.4 Appointment of Lender as attorney**

The Borrower irrevocably appoints the Lender and their substitutes for the time being to be the Borrower's attorney to

apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 9.6.8.5 to be executed by the Lender on the default of the Borrower

**9.6.8.5.5 Costs of licences**

All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 9.6.8.5.4 shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property

**9.6.9 Leasing and disposal**

Except in the case of assured shorthold tenancies not exceeding six months The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent):

**9.6.9.1** exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or

**9.6.9.2** otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

**9.6.10 Compliance with terms of conveyances etc**

**9.6.10.1 Observance**

The Borrower will observe and perform the terms of all leases, conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

**9.6.10.2 Indemnity**

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 9.6.10.1

**9.6.10.3 Charging provision**

All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 9.6.10.2 will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property

**9.6.11 Not to register**

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it

**9.6.12 Other charges**

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted

by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, in cumbrance, lien or other security interest in the Property other than this security

**9.6.13 Interest**

To pay interest to the Lender at the Interest Rate on all monies due or secured under this deed from the date of demand to the date of actual payment

**9.7 LENDER'S POWERS AND RIGHTS**

**9.7.1 Exercise of statutory powers**

**9.7.1.1 Exclusion of Section 103**

The Law of Property Act 1925 Section 103 shall not apply to this security

**9.7.1.2 Enforcement of security and exercise of power of sale**

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

**9.7.2 Extension of statutory powers**

**9.7.2.1 Power of sale**

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

**9.7.2.2 Powers of leasing and accepting surrenders**

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99

**9.7.2.3 General**

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

**9.7.2.4 Exclusion of liability**

The powers referred to in or granted or varied or extended by this clause 9.7.2 shall be exercisable free from any

liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

**9.7.3 Power to appoint a receiver**

**9.7.3.1 Appointment**

At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

**9.7.3.2 Removal**

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

**9.7.3.3 Remuneration**

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed

**9.7.3.4 Restrictions**

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

**9.7.3.5 Power to act severally**

Where more than one receiver is appointed they shall have the power to act severally

**9.7.3.6 Agency**

Any receiver appointed under this clause 9.7.3 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

**9.7.3.7 General powers**

Any receiver appointed under this clause 9.7.3 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail

**9.7.3.8 Specific powers**

In addition to the powers referred to in clause 9.7.3.7 any receiver appointed under this clause 9.7.3 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

- 9.7.3.8.1** to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- 9.7.3.8.2** to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- 9.7.3.8.4** to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 9.7.3.8.5** to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences; and
- 9.7.3.8.6** to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

**9.7.3.9 Application of money**

All money received by any receiver shall be applied by him in the following order:

- 9.7.3.9.1** in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts and sums due under any prior security);
- 9.7.3.9.2** in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;
- 9.7.3.9.3** in or towards satisfaction of the amount owing on this security, with the surplus (if any) being paid to the Borrower or other persons entitled to it

**9.7.4 Right to consolidate**

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security

**9.8 Power to settle with prior mortgagees**

If any proceedings or steps are threatened to be taken or are taken to exercise or enforce any powers and remedies conferred by any incumbrance having priority over this security against the Property, the Lender or any receiver appointed by him may redeem the prior incumbrance or procure the transfer of it to himself and may settle and pass the accounts

**9.9 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

- 9.9.1 whether this security has become enforceable;
- 9.9.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 9.9.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 9.9.4 whether any money remains due under the security; or
- 9.9.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

**9.10 INDULGENCE AND WAIVER**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

**9.11 DEMANDS AND NOTICES**

**9.11.1 Form and mode of deemed service**

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on or by first class letter post addressed to the Borrower at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business

**9.11.2 Method of service**

Service shall be deemed to be effected notwithstanding the death:

- 9.11.2.1 at 10.00 hours on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery; or

- 9.11.2.2 when left at the property concerned if delivered

**9.11.3 Other methods of service**

The method of service described in clause 9.11.1 is in addition and without prejudice to any other method of

service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

**9.11.4 Multiple borrowers**

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

**9.12 VALIDITY AND SEVERABILITY**

**9.12.1 Enforceability**

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

**9.12.2 Lack of capacity**

If this mortgage is executed by or on behalf of more than one person and anyone or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

**9.13 EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

**9.14 GOVERNING LAW AND JURISDICTION**

This mortgage shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

**10 Execution**

**EXECUTED as a Deed by  
ADDPLANT LIMITED acting  
by CHRISTOPHER EDWARD  
BARRETT, a director in the  
presence of:**

Witness signature:

Name of witness:

Address:

Occupation:

*SAntre*

**SIGNED as a Deed by  
PETER MICHAEL BARRETT**  
in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

**SIGNED as a Deed by  
ALLASON ROSEMARY  
BARRETT** in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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