

MR01

Particulars of a charge



Companies House

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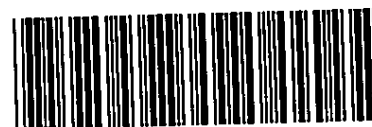
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service
Please go to www.companies.gov.uk

☒ **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

THURSDAY



A24 *A31M9EDV* #19
13/02/2014
COMPANIES HOUSE

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.

1 Company details

Company number 0 3 0 2 7 3 3 8

Company name in full HILLSIDE ANIMAL SANCTUARY 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 ^d1 ^d0 ^m0 ^m2 ^y2 ^y0 ^y1 ^y4

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 COHEN

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	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	ALL THAT PARCEL OF LAND AND BUILDINGS KNOWN AS BEVERLEY FARM, HORSTEAD AS WAS TRANSFERRED ON 15 NOVEMBER 2013 TO THE COMPANY OUT OF TITLE NO NK430073	
5	Fixed charge or fixed security	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

MR01

Particulars of a charge

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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

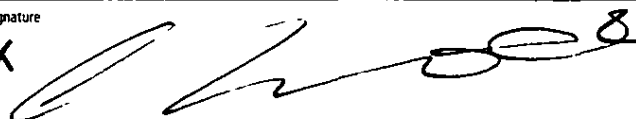
Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **C J CUBITT ESQ**

Company name **HATCH BRENNER LLP**

Address **4 THEATRE STREET**

Post town **NORWICH**

County/Region **NORFOLK**

Postcode **N R 2 1 Q Y**

Country

DX **5237 NORWICH 1**

Telephone **01603 214215**

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3027338

Charge code: 0302 7338 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2014 and created by HILLSIDE ANIMAL SANCTUARY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2014

Dx

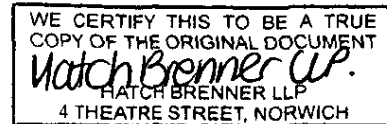
Given at Companies House, Cardiff on 17th February 2014



Companies House



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



Subject to the reduction
of sensitive information.

DATED 10TH FEBRUARY 2014

HILLSIDE ANIMAL SANCTUARY (1)
LIMITED

In favour of

ANDREW COHEN (2)

LEGAL CHARGE
relating to

BEVERLEY FARM, HORSTEAD

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THIS DEED OF LEGAL CHARGE is made on 10th FEBRUARY 2014

BETWEEN

- (1) HILLSIDE ANIMAL SANCTUARY LIMITED registered office [REDACTED]
[REDACTED] (Co Number 03027338 ("Chargor"),
- (2) ANDREW COHEN, [REDACTED]
(the "Chargee")

THIS DEED WITNESSES as follows

1 Interpretation

1.1 Definitions

In this Deed, the following words and expressions shall have the following meanings

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"Charged Property" means the Property and all other property, assets, rights and revenues of the Chargor from time to time comprised within the security constituted by this Deed,

"Environmental Law" means all legislation, common law, regulation, directives, guidance notes, orders, notices, demands and other measures for the time being in force or imposed and relating to the protection or pollution of the environment or public health or welfare,

"Event of Default" means any condition, act or event referred to in Schedule 2,

"Finance Documents" means the loan documents referred to in Part A of Schedule 1 as supplemented or acceded to, varied or novated from time to time and any other document designated as a Finance Document by the Chargee and the Chargor,

"LPA" means the Law of Property Act 1925,

"Property" means the property or properties listed in Schedule 3 together with any fixtures thereon and the whole or any part or parts of any property comprised thereof,

references to the singular shall include the plural and vice versa,

any term or phrase defined in the Companies Act 2006 or the Insolvency Act 1986 (as the same may be amended from time to time) shall bear the same meaning in this Deed,

words and expressions defined in the Finance Documents shall bear the same meanings when used in this Deed

2 Covenant to pay

- 2 1 The Chargor covenants with the Chargee that it will (immediately the same becomes due and payable) pay and discharge the Secured Obligations in accordance with Finance Documents

3 Security

- 3 1 The Chargor charges the Property with full title guarantee in favour of the Chargee and as security for the payment and discharge of the Secured Obligations by way of first legal mortgage for the duration of the Security Period

- 3 2 To the extent that the legal mortgage pursuant to Clause 3 1 is rendered invalid, the Chargor

3 2 1 agrees to assign absolutely with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations, the benefit of all of its rights, claims, title and interest in relation to the Property including without limitation

- (i) all insurance policies in relation to the Property and all proceeds paid or payable thereunder,
- (ii) all rental income receivable in respect of the Property and the right to make demand for and receive the same,
- (iii) the benefit of all agreements and contracts relating to the Property and all and any security of whatsoever nature held by the Chargor in respect of all or any of the Charged Property (including without limitation the benefit of any rent deposits or guarantee) and all monies from time to time becoming due or owing under any such agreements, contracts or security together with all rights and

remedies for enforcing the same in the name of the Chargor or otherwise

4 Continuing security

- 4 1 The Security constituted by this Deed shall operate as a continuing security for the Security Period and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations, and
- 4 2 In the event that the security constituted by this Deed ceases to be a continuing security then the Chargee may at that time open or be deemed to have opened a new account or accounts and to credit all or any money arising from the enforcement of the security constituted by this Deed or receivable hereunder to such new account(s) and such event(s) shall not operate to reduce the amount of the Secured Obligations nor shall the liability of the Chargor be reduced or affected by any subsequent transactions, receipts or payments

5 Further assurance

- 5 1 The Chargor agrees that it shall promptly upon the request of the Chargee execute and deliver at its own cost and expense any document and do any act or thing in order to confirm or establish the validity and enforceability of or otherwise in connection with the creation, perfection or protection of the security intended to be created, conferred on the Chargee by or pursuant to this Deed (including without limitation) any further legal or other mortgages, charges or assignments, notices or instructions in favour of the Chargee and any and all filings or registrations or notices or instructions or other steps required by the Chargee

6 Preservation of rights

- 6 1 The security constituted by this Deed and the obligations of the Chargor contained herein and the rights and powers and remedies conferred on the Chargee by this Deed shall be in addition to and not in any way be prejudiced or affected by any Security or guarantee or judgement or order now or at any time hereafter held by the Chargee nor by
- 6 1 1 any time, waiver, indulgence, consent or concession which the Chargee may grant to or the terms of any composition or agreement that the Chargee may enter into with the Chargor; or

"Receiver" means any person appointed to a receiver by the Chargee pursuant to this Deed or otherwise,

"Secured Obligations" means the monies, obligations and liabilities described in Part B of Schedule 1,

"Security Period" means the period from the date of this Deed to the date on which the Secured Obligations are discharged in full

1 2 Interpretation

In this Deed

"disposal" means any disposal, sale, transfer, lease, surrender, assignment, loan, parting with or sharing of possession or occupation or diverting of rents or income relating to the Property and any agreement, commitment or option in respect of the same,

a reference to **"High Court"** means the High Court of Justice in England and Wales and a reference to the **"Insolvency Regulation"** means EU Council Regulation 1346/2000,

any reference to a **"person"** shall include a company, partnership or unincorporated association and where permitted by this Deed that person's successors in title and assigns,

a reference to **"receiver"** shall be construed as a reference to any receiver, receiver and manager, administrative receiver, administrator or a creditor taking possession of or exercising a power of sale of assets or property or any other similar or equivalent appointment or taking of possession or exercise of powers in any jurisdiction,

"security" shall be construed as a reference to any mortgage, pledge, hypothecation, title retention, lien, charge, or assignment by way of security or other arrangement howsoever described having the same or similar effect;

any reference to a statute, statutory provision or subordinate legislation (**"legislation"**) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation,

- 6 1 2 any release or intermediate payment or discharge of the Secured Obligations, or
- 6 1 3 any amendment, novation, supplement, extension or replacement (however fundamental and whether more or less onerous) of the Secured Obligations, or
- 6 1 4 any legal limitation, disability, incapacity or lack of legal personality or power or authority on the part of the Chargor, or
- 6 1 5 any unenforceability, illegality or invalidity of the Secured Obligations or any obligations owed by the Chargor, or
- 6 1 6 any liquidation, winding up, dissolution, amalgamation, reconstruction, reorganisation, bankruptcy or voluntary arrangement of the Chargor or the appointment of any receiver or liquidator or trustee in bankruptcy in respect of the property or business or assets of the Chargor (or the equivalent of such proceedings, appointments or matters in any jurisdiction) or the occurrence of any other circumstances affecting the liability of the Chargor

7 Reinstatement of Security

- 7 1 If any payment or discharge or security or any arrangement made in connection with the Secured Obligations is avoided or reduced for whatever reason (including without limitation under any laws relating to liquidation or administration or bankruptcy) the liability of the Chargor and the security created by this Deed shall continue as if there had been no payment, discharge, avoidance or reduction or arrangement and the Chargee shall be entitled to recover the value or amount of the security or payment as if the payment discharge or reduction had not occurred

8 Indemnities

The Chargor shall indemnify and keep indemnified (on a full indemnity basis) the Chargee and any receiver upon first demand in respect of all claims, costs, expenses and liability whatsoever from time to time incurred in relation to

- 8 1 all costs, losses, actions, claims, expenses, demands or liabilities howsoever and whenever arising which may be incurred by, or made against the Chargee or any receiver or against any manager, agent, officer or employee of any of them at any

time relating to or arising directly out of or as a consequence of anything done or omitted in the exercise of the powers contained in this Deed during the Security Period

9 Applications to the Land Registry

- 9 1 The Chargor and the Chargee hereby apply to the Land Registry to have a restriction noted against the title number of the Property on the following terms

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 10th FEBRUARY 2014 in favour of ANDREW COHEN referred to in the charges register or their conveyancer

- 9 2 The Chargee agrees that during the Security Period all title deeds in relation to the Property and all documents evidencing title to the Charged Property shall be held by the Chargor or at the sole option of the Chargor with any lawyer or firm of lawyers or any other person whose business includes the safe custody of documents and the Chargor shall not be responsible for any loss thereby incurred

- 9 3 Immediately following the expiry of the Security Period the Chargee shall provide the Chargor with a properly completed Land Registry form DS1 or such other deed of release or documentation reasonably necessary for the Chargor to make an application to close any entry on the Chargor's title regarding this charge and the Finance Documents and shall ensure that any requisitions raised by the Land Registry in connection with that application notified to the Chargee are dealt with promptly and properly

- 9 4 The Chargee hereby irrevocably appoints the Chargor as its attorney with full power to provide and complete in its name a Land Registry form DS1 or other such deed of release as is reasonably necessary to remove such Land Registry entries which the Chargee is required to provide under this Deed

10 Undertakings

- 10 1 During the Security Period the Chargor shall

10 1 1 observe and perform all of the undertakings and indemnities set out in Schedule 4,

- 10 1 2 not, without the prior written consent of the Chargee, create or permit to subsist any Security over the whole or any part of the Charged Property nor make any disposal of the whole or any part of the Charged Property,
- 10 1 3 not do or cause or permit to be done anything which may in the reasonable opinion of the Chargee, in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee (whether monetary or otherwise) of the whole or any part of the Charged Property,
- 10 1 4 insure and keep the Charged Property insured to its full reinstatement value with a reputable insurer against such risks usual in commercial practice for such land,
- 10 1 5 immediately give notice to the Chargee of any occurrence which may give rise to a claim under any insurance policy relating to the Charged Property and not without the prior written consent of the Chargee agree to settlement of any claim, and

11 Representations

- 11 1 The Chargor hereby represents and warrants to the Chargee on each day during the Security Period that
 - 11 1 1 it is the legal and beneficial owner of the whole of the Property,
 - 11 1 2 (if it is a body corporate) it is duly incorporated and validly existing with the power and authority to own its assets and carry on its business as presently being conducted,
 - 11 1 3 all actions and conditions required in order for the Chargor to lawfully enter into and perform the Chargor's obligations under this Deed as valid legally binding and enforceable and for this Deed to be admissible in court have been taken, fulfilled and done,
 - 11 1 4 the Chargor's entry into and performance of its obligations under this Deed will not contravene any existing applicable law or result in any breach or constitute a default under any of the terms of any agreement to which the Chargor is a party nor (if it is a body corporate), contravene or

conflict with any provision of its memorandum or articles or statutes or other constitutional documents,

11 1 5 no litigation, arbitration or administrative proceedings are current or pending which could have a material adverse effect on the Chargor, the Chargor's assets or the performance of the Chargor's obligations under this Deed, and

11 1 6 no proceedings or other steps have been taken and not discharged for the winding up or dissolution or bankruptcy or voluntary arrangement in relation to the Chargor or for the appointment of a receiver or liquidator or trustee in bankruptcy or similar appointment in relation to the Chargor or the Chargor's assets

12 Enforcement of Security

12 1 Upon the occurrence of an Event of Default all of the Secured Obligations shall immediately become due and payable and the Chargee may, without notice to the Chargor, enforce all or any part of the security constituted by this Deed at such times, in the manner and on such terms as it thinks fit including (without limitation) the appointment of a receiver to all or any part of the Charged Property

12 2 Section 103 of the LPA shall not apply to this Deed and the power of sale under Section 101 of the LPA and all other powers conferred on the Chargee and on any Receiver by this Deed shall operate as a variation and extension of the statutory powers of sale and other powers under the LPA and such powers shall arise (and the Secured Obligations shall be deemed due and payable for these purposes) on the occurrence of an Event of Default

12 3 The restrictions contained in Section 93 of the LPA shall not apply to this Deed but the Chargee shall have the same right to consolidate this Deed and the money covenanted to be paid with any other security

12 4 The statutory powers of leasing may be exercised by the Chargee at any time and the Chargee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 or 100 of the LPA

12 5 The protection given to purchasers and persons dealing with a receiver in the LPA will apply to purchasers and any other persons dealing with the Chargee or any

Receiver and no purchaser or other person dealing with the Chargee or any Receiver will be bound to see or inquire whether the right of the Chargee or any Receiver to exercise any of its or his powers has arisen or become exercisable nor be concerned with any propriety or regularity on the part of the Chargee or any Receiver in such exercise or dealings or whether any amount remains secured by this Deed

- 12 6 The powers conferred by this Deed on the Chargee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed the terms of this Deed will prevail.

13 Receivers

- 13 1 At any time after the occurrence of an Event of Default the Chargee may in writing by deed or otherwise and without prior notice to the Chargor appoint one or more persons to be a receiver of the whole or any part of the Charged Property and the Chargee may, from time to time, in similar manner, remove a receiver or receivers and appoint another or others in substitution thereof

- 13 2 Each person appointed to be a receiver pursuant to this Deed will be

13 2 1 entitled to act independently or jointly with any other person appointed as a receiver except to the extent that the Chargee may specify to the contrary in the appointment,

13 2 2 for all purposes deemed to be the agent of the Chargor who shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and at no time shall a receiver or Administrator act as agent for the Chargee, and

13 2 3 entitled to remuneration at a rate to be fixed by the Chargee from time to time (without being limited to any maximum rate)

- 13 3 The powers of appointment of a receiver shall be in addition to all statutory and other powers of appointment of the Chargee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Chargee in respect of any part of the Charged Property

- 13 4 Any Receiver shall have and be entitled to exercise, in relation to the Charged Property all rights and powers as the Chargee shall see fit as though the Chargee was absolute owner of the Charged Property, including (without limitation) the rights and powers set out in Schedule 5
- 13 5 The receipt of the Chargee or any Receiver shall be conclusive discharge to any purchaser and, in making any disposal of any of the Charged Property the Chargee or any Receiver may do so for such reasonable consideration, in such manner and on such terms as the Chargee or any receiver reasonably thinks fit
- 13 6 Neither the Chargee nor any Receiver nor any officer, employee or agent of the Chargee or any Receiver shall be deemed to be or in any way liable to account as mortgagee in possession in respect of all or any Charged Property or be liable in any way to the Chargor or any other person for the manner of exercise or non exercise of any powers or rights of the Chargee or any Receiver or for any act or default or omission of any nature whatsoever
- 13 7 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Chargee or any Receiver may be exercised or made in the Chargee's or any Receiver's absolute and unfettered discretion (save as provided for in 13 5) without any obligation to give reasons

14 Immediate recourse

- 14 1 The Chargee shall not be obliged to proceed first against, or enforce any rights or security or claim payment from any person before claiming any benefit under this Deed and the Chargor hereby waives any contrary right it may have whether arising under law or otherwise

15 Delegation

- 15 1 The Chargee and any Receiver may from time to time employ professional advisors and delegate by power of attorney or otherwise to any person any of the powers and discretions of the Chargee or any Receiver whether arising by statute, the provisions this Deed or otherwise upon such terms and for such periods of time as it may think fit (disclosing such confidential information about the Chargor or this Deed as the Chargee or any Receiver sees fit) and may at any time determine any such employment or delegation At no time will either the Chargee or any Receiver be

liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any person

16 Miscellaneous

- 16 1 If any term or provision of this Deed shall be determined to be or become invalid, illegal or unenforceable all other terms and provisions of this Deed shall nevertheless be valid, legal and enforceable to the fullest extent permitted by law
- 16 2 No failure or delay on the part of the Chargee to exercise any right, remedy or power under this Deed or in respect of the Secured Obligations shall operate as a waiver nor shall any partial or defective exercise preclude any other further exercise of that or any other right, remedy or power
- 16 3 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 16 4 This Deed may be executed in two or more counterparts each of which shall constitute an original but which, when taken together, shall constitute one agreement
- 16 5 All notices or other communications required in connection with this Deed shall be in writing and may be delivered by hand or sent by post to the relevant address set out above or such other address as the relevant party may notify to the other party. Every notice, demand or other communication shall be deemed to have been received on the second business day after posting or at the time of by hand delivery if effected during normal business hours and if outside normal business hours at the start of the next succeeding business day

17 Power of attorney

- 17 1 The Chargor hereby irrevocably appoints the Chargee as its attorney and in its name to do any act or thing which the Chargor has authorised the Chargee to do under this Deed or which the Chargor is required to do under this Deed

18 Perpetuity period

- 18 1 The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be 80 years from the date of this Deed

19 Governing law and jurisdiction

19 1 This Deed shall be governed by and construed in accordance with English law

19 2 The Chargor hereby irrevocably

19 2 1 agrees for the benefit of the Chargee that the High Court shall have exclusive jurisdiction in relation to any claim or dispute concerning this Deed and in relation to the enforcement of any judgement relating to such claim or dispute,

19 2 2 waives any right that it may have to object to an action being brought in the High Court or to claim *Forum Non Conveniens* or that the action had otherwise been brought in a inconvenient forum or that the High Court does not have jurisdiction

19 3 The submission by the Chargor to the jurisdiction of the High Court provided above shall not give rise to any limit on the Chargee's right to bring legal proceedings in any court having competent jurisdiction or in any court which the Chargee believes to have competent jurisdiction at the time legal proceedings are issued. Legal proceedings brought by the Chargee in one or more jurisdictions shall not preclude any legal proceeding by the Chargee in any other jurisdiction or jurisdictions

19 4 The Chargor undertakes to the Chargee that until all the obligations of the Chargor to the Chargee are irrevocably paid and discharged in full the Chargor will ensure that its centre of main interest, including (without limitation) its place of registered office, is and remains situated within the jurisdiction of the High Court for the purposes of the opening of insolvency proceedings under the Insolvency Regulation and all other applicable law

19 5 The Chargor represents and warrants to the Chargee that on the date of this Deed, and on each day until all obligations of the Chargor to the Chargee are irrevocably paid and discharged, that its centre of main interest, including (without limitation) its place of registered office, is and remains situated within the jurisdiction of the High Court for the purposes of the opening of insolvency proceedings under the Insolvency Regulation and all other applicable law.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Chargor and the Chargee and is intended to be and is hereby delivered on the date first above written

Schedule 1

Part A

The Finance Documents

The Loan Agreement entered into between the Chargor and the Chargee on the date of this Deed

Part B

The Secured Obligations

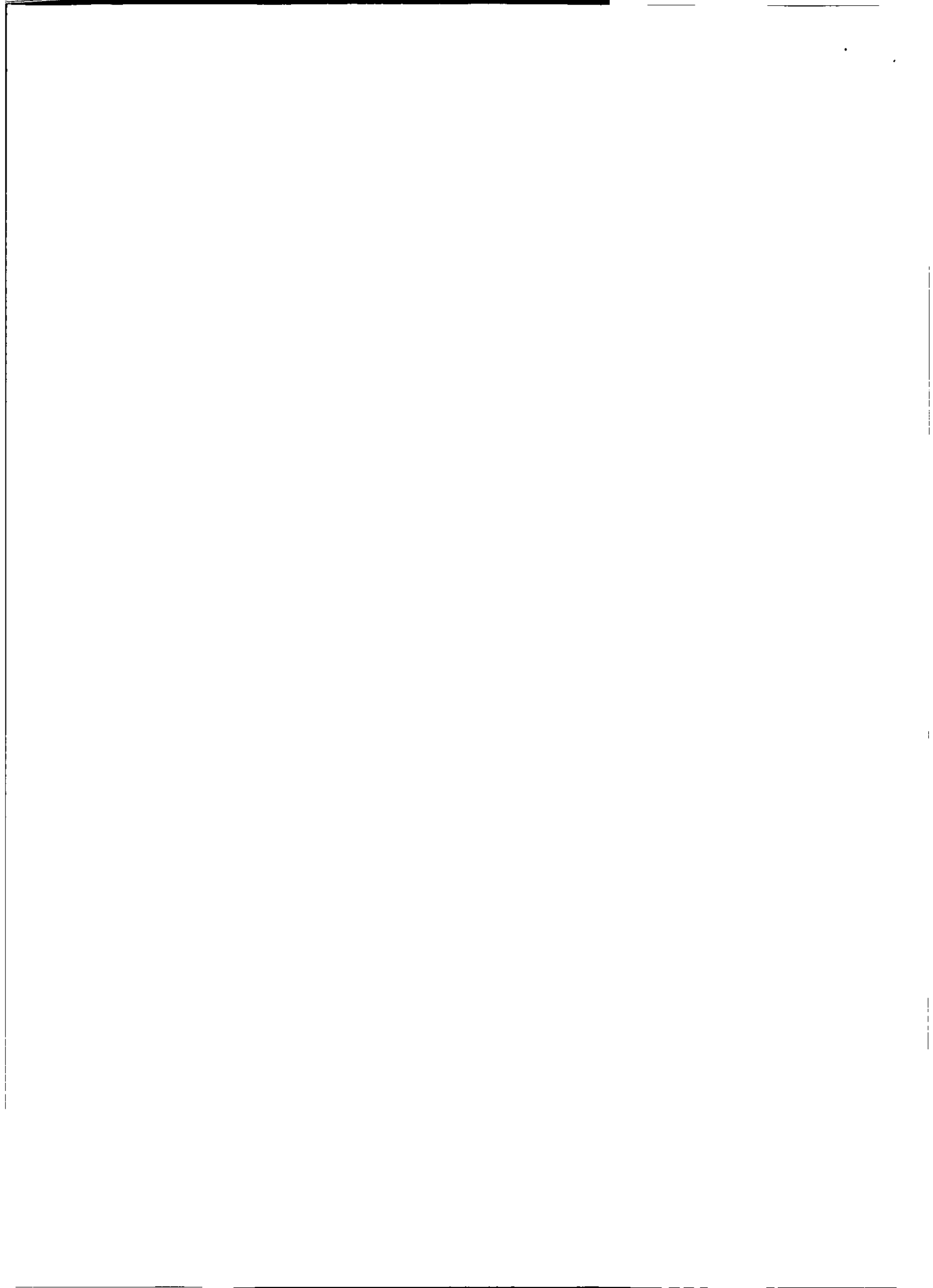
(Loan and Credit Facilities specified in the Finance Documents)

All monies, obligations and liabilities owed or payable to the Chargee by the Chargor under or in connection with the Finance Documents

Schedule 2

Events of Default

- 1 For the purposes of this Deed, it shall be an Event of Default if
 - 1 1 the Chargor does not pay and discharge any part of the Secured Obligations within 14 days of the due date for payment, or
 - 1 2 the Chargor commits a breach of any of the covenants and obligations contained in this Deed and where such breach is, in the opinion of the Chargee capable of remedy, it is not remedied to the satisfaction of the Chargee within 14 days of the breach, or
 - 1 3 if any step is taken for winding up or dissolution or bankruptcy or voluntary arrangement or the appointment of a receiver or liquidator or trustee in bankruptcy in relation to the Chargor or to any of the property or assets or business of the Chargor, or
 - 1 4 any judgment, decree or order is made against the Chargor and not complied with within 14 days or if any execution, distress, sequestration, diligence or other process is levied or enforced upon or against any substantial part of the property or assets of the Chargor, or



HB= HATCH
BRENNER
FOR THE
CHARGE

Schedule 3

The Property

All that parcel of land and buildings known as Beverley Farm, Horstead as was transferred on ~~or around the date were of~~ to the chargor out of Title no NK430073

15 NOVEMBER 2013 HB

Property undertakings and indemnities

- 1 The Chargor shall
 - 1 1 manage the Property and any person occupying the whole or any part of the Property under any occupational lease in accordance with the principles of good estate management,
 - 1 2 perform and comply with its obligations as lessor under any occupational lease and shall procure that each lessee under such lease performs its obligations thereunder and shall forthwith advise the chargee (on it coming to the knowledge of the Chargor) of any breach by such lessee,
 - 1 3 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise impair the value of the whole or any part of the Charged Property or the realisation thereof,
 - 1 4 comply with and observe and perform (a) all covenants and conditions affecting the Property, (b) all applicable requirements of all statutes, planning legislation, regulations and bye-laws relating to the Property, (c) any conditions attaching to any planning permissions relating to or affecting the Property and (d) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Property;
 - 1 5 obtain and maintain in full force and effect all Environmental Law authorisations and procure compliance with all Environmental Law matters affecting the Charged Property,
 - 1 6 inform the Chargee immediately of any claim or breach in respect of Environmental Law affecting the Charged Property (whether actual, alleged or threatened) or any investigation or requirement or order made in relation to

any such claim or breach and forthwith take all steps necessary to remedy any infringement of any Environmental Law affecting the Charged Property,

1 7 the Chargor shall indemnify and keep indemnified (on a full indemnity basis) the Chargee in respect of all claims, costs, expenses and liability whatsoever from time to time incurred by the Chargee

1 7 1 under any covenant, agreement or obligation effecting the Property, whether contained in or imposed by any lease, tenancy or licence or otherwise,

1 7 2 under any legislation concerning or affecting Environmental Law, Landlord and Tenant or Town and County Planning in respect of any act, matter or thing done, omitted or suffered to be done by or on behalf of the Chargor or under any requirement or regulation of any competent authority including without limitation fines, penalties, judgments and awards, financial responsibility for clean-up activities, contributions, legal, consultancy, engineers and experts fees, costs and expenses,

1 7 3 in any actual or attempted enforcement, exercise or protection of any of the rights, powers, provisions and covenants contained in this Deed

Schedule 4

Powers of receivers

1 all the powers conferred by the LPA on mortgagees and receivers appointed under the LPA,

2 all the powers set out in Schedule 1 to the Insolvency Act 1986,

3 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which in the opinion of the receiver are incidental or conducive to

3 1 any of the functions, powers, authorities or discretions conferred on or vested in him,

- 3 2 the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law (including realisation of all or any part of the Charged Property),
- 3 3 bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Property,
- 3/4 selling all plant and machinery, fixtures and fittings either together with or detached from the remainder of the Property, selling the Property or any part thereof either as a whole or in lots and either outright or by way of lease or underlease whether at a premium or otherwise and for such term and upon such conditions as the Chargee shall think fit, or
- 3 5 appoint in connection with the exercise or otherwise of any of the foregoing powers on such remuneration and terms as he may determine legal advisers, accountants, architects, surveyors, engineers, agents, contractors, workmen and such other and persons as the Chargee shall think fit

Signed as a deed by HILLSIDE ANIMAL)
SANCTUARY LIMITED acting by a director)
in the presence of)
)



Director's signature



Director's name



Witness' signature

Witness' name

Witness' address

L A. Cubitt
.... 18 Freyden way
Frettenham
Norwich
Legacy officer

Witness' occupation

Signed by **ANDREW COHEN** as a deed in)
the presence of)

Witness' signature

Witness' name

Witness' address

Witness' occupation



LIAM LAKES
INNER LODGE,
DOWDING WAY
WALTHAM ABBEY, EN9 5RU
CONTACTS MANAGER