



Registration of a Charge

Company Name: **CB1 LTD**

Company Number: **03137065**



XC6YQ48W

Received for filing in Electronic Format on the: **03/07/2023**

Details of Charge

Date of creation: **30/06/2023**

Charge code: **0313 7065 0013**

Persons entitled: **THE CO-OPERATIVE BANK PLC**

Brief description: **5 TO 7 AND 9 NORFOLK STREET, CAMBRIDGE CB1 2LD REGISTERED AT LAND REGISTRY UNDER TITLE NUMBERS CB9809 AND PART OF CB289865**

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARR ELLISON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3137065

Charge code: 0313 7065 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by CB1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2023 .

Given at Companies House, Cardiff on 3rd July 2023

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

THIS IS AN IMPORTANT DOCUMENT, SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING

THIS DEED OF LEGAL CHARGE made the 30th day of June 2023 BETWEEN:-

(1) COJ Ltd

("the Customer"); and

(2) THE CO-OPERATIVE BANK p.l.c. ("the Bank") whose address for service is, No. 2 Cathedral Square, The Cloth Market, Newcastle upon Tyne NE1 1EE.

WITNESS as follows:-

1. INTERPRETATION

1.1 In this Charge:-

"the Bank" includes its successors in title and assigns and any company with which it may amalgamate, to the intent that this Charge shall constitute a continuing security in favour of such new company as if it had been expressly named in this Charge instead of The Co-operative Bank p.l.c.;

"Business Day" means a day (not being a Saturday or Sunday) on which clearing banks are open for general banking business in the City of London;

"this Charge" shall mean this deed of Legal Charge as from time to time varied or supplemented in accordance with Clause 7.5, or as agreed between the parties, whether by deed or otherwise;

"the Customer" includes the successors in title and assigns of the Customer;

"the Customer's Indebtedness" means all or any monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Customer whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction and including interest, discount, commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of those matters or for keeping the Customer's account(s), (and also including the costs, charges and expenses referred to in Clause 10) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained or the insolvency of the Customer;

"the Equipment" means all unfixed plant and machinery and other chattels and equipment now or in the future in, on or about the Property, and includes any part or parts thereof;

"Licence or Certificate" means (a) the premises licence(s), personal licence(s) and/or club premises certificate(s) relating to the Property and/or its management or operation under the Licensing Act 2003 and the Justices Licence or Registration Certificate (if any) relating to the Property prior to conversion under the Licensing Act 2003 and repeal of the Licensing Act 1964 and (b) other licences or certificates (if any) necessary or desirable to carry on at or from the Property the business or undertaking of the Customer;

"Licensing Acts" means all legislation relating to the licensing of alcohol, public entertainment or late hours opening including the Licensing Act 2003;

"the LPA 1925" means the Law of Property Act 1925;

"the Other Charged Assets" means the assets (if any) other than the Property charged by this Charge;

"person" shall have the meaning given to it by the Interpretation Act 1978, and includes an association or partnership (whether or not having a separate legal personality), and "body" shall have the same meaning as that given to "body of persons" by the Income and Corporation Taxes Act 1988;

"Planning Acts" means any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction;

"the Property" means the property referred to in the First Schedule, and shall include all additions thereto and all fixtures and all fittings in the nature of fixtures and all fixed plant and machinery (not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about the Property, and includes any part or parts thereof;

"Receiver" means any one or more person who is or are appointed by the Bank to be a receiver, manager, or receiver and manager of all or any part of the Property and includes any person who is substituted by the Bank in writing for such person; and

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Customer except any sums payable in respect of services or insurance provided by the Customer in relation to such Property.

1.2 Where "the Customer" includes two or more persons or bodies:-

1.2.1 the liabilities of such persons or bodies shall be joint and several, and any event referred to in this Charge shall be deemed to have happened if it happens in relation to any one of those persons or bodies;

1.2.2 all monies, obligations and liabilities due, owing or incurred by the Customer to the Bank shall mean all monies, obligations and liabilities of all, or any one or more, of such persons or bodies to the Bank.

1.3 Where "the Customer" are the trustees of an unincorporated association, covenants and obligations entered into by the Customer are entered into so as to bind the trustees and the members of such association from time to time and the assets of such association, but not so as to make the trustees personally liable beyond the extent to which such assets are (or ought to be) under the control of such trustees or otherwise available to satisfy such covenants.

1.4 Where "the Customer" are persons carrying on business in partnership under a firm name, the monies and liabilities hereby secured shall (notwithstanding any change in the composition of the partnership) include the monies and liabilities which shall at any time hereafter be due, owing or incurred to the Bank by the person or persons from time to time carrying on the partnership business under that name or under any name in succession and the expression "the Customer" shall be interpreted in this way.

1.5 The Clause headings are for convenience only, and shall not be taken into account in the construction or interpretation of this Charge.

1.6 Reference to any Act or legislation (including any European Community law which is applicable in the United Kingdom) includes reference to that Act or legislation as for the time being amended, replaced, or re-enacted and includes reference to any sub-ordinate legislation, order, regulation or direction made under or by virtue of that Act or legislation.

1.7 The singular includes the plural and vice versa, and words importing one gender only include all other genders.

1.8 Where a restrictive obligation is imposed on the Customer, it shall be deemed to include an obligation on the Customer not to permit or suffer such restrictive obligation to be done by any other person or body.

2. COVENANT TO PAY

The Customer covenants with the Bank to pay or discharge to the Bank on demand the Customer's Indebtedness.

3. CHARGING CLAUSE

3.1 The Customer (to the full extent of the Customer's interest in the Property or its proceeds of sale) with Full Title Guarantee charges to the Bank by way of legal mortgage all legal interests (and otherwise by way of specific equitable charge) in the Property as a continuing security for the payment or discharge on demand of the Customer's Indebtedness.

3.2 Where the Customer is a company (which includes a society registered under any of the Industrial and Provident Societies Acts), it further charges and covenants in accordance with the terms of the Second Schedule.

3.3 Where a business or undertaking is carried on at or from the Property, the Customer (to the full extent of the Customer's interest) with Full Title Guarantee, assigns unto the Bank (as a continuing security for the payment or discharge of the Customer's Indebtedness) (i) the goodwill of the business carried on at or from the Property (ii) the benefit of all Licences or Certificates and (iii) the right to recover and receive any compensation payable in respect of all Licences or Certificates to hold the same unto the Bank absolutely subject to reassignment on redemption.

3.4 The Customer assigns to the Bank the Rental Sums together with the benefit of all rights and remedies of the Customer relating to them, subject to re-assignment on redemption.

3.5 The Customer with full title guarantee and as a continuing security for payment and discharge of the Customer's Indebtedness assigns to the Bank all of its rights, title and interest in and to:-

- 3.5.1 the personal agreements and covenants by the tenants, lessees or licensees of the Property and by all guarantors and all security held by the Customer in respect of the obligations of such tenants, lessees or licensees (including, without limiting the generality of the foregoing, all monies due and owing to the Customer or which may become due and owing to the Customer at any time in the future in connection therewith);
- 3.5.2 all agreements now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of the whole or any part of the Property (including, without limiting the generality of the foregoing, all monies due and owing to the Customer or which may become due and owing to the Customer at any time in the future in connection therewith);

PROVIDED that on payment or discharge of the Customer's Indebtedness the Bank will at the request and cost of the person lawfully requiring the Bank so to do re-assign the same and that prior to such payment or discharge upon being requested so to do by the Customer and upon being provided with a full indemnity for its costs, the Bank will either take such steps (including where appropriate the issue of proceedings) as the Customer may require to enforce the terms of any of the agreements referred to in this sub-clause or, at the option of the Bank, re-assign the relevant agreement or the rights of action accrued thereunder to the Customer to the extent necessary to enable the Customer to enforce the same.

4. CUSTOMER'S FURTHER COVENANTS

The Customer further covenants with the Bank:-

4.1 Repairs and Alterations

- 4.1.1 To keep the Property (whether fully built or in course of construction) and all other works from time to time forming part of the Property (or procure that the same are kept) in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and, in default, the Bank or any Receiver may enter and effect all necessary repairs, works of reinstatement and other works at the expense of the Customer.
- 4.1.2 Not without the Bank's prior written consent to:-
- change the use of the Property;
 - change the nature of the business (if any) carried on, at or from the Property;
 - do or permit to be done anything which is a "development" within the meaning of the Planning Acts;
 - make any structural alteration or addition to the Property; and
 - make any planning application for any of such matters.
- 4.1.3 If at the date of this Charge or during its subsistence the Property is intended to be developed (or is in the course of development), to proceed with and complete such development with all due diligence and to the satisfaction of the Bank and the relevant planning or other authorities, and in all respects in accordance with the relevant planning permissions, building regulation approvals and any other agreements with the relevant authorities (all of which shall have been previously submitted to and approved by the Bank), and also in accordance with any agreements entered into between the Bank and the Customer.

4.2 Insurance

- 4.2.1 To keep the Property and any works in the course of construction thereon insured (on an index linked basis) against loss or damage by fire, aircraft, storm, tempest, flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve and, if so required by the Bank, in the joint names of the Customer and the Bank, and punctually to pay all premiums in respect of such insurance: if the Property is leasehold and the property insurance is the obligation of the landlord of the Property, then if the Customer shall procure the due compliance by the landlord with its insurance obligations (and shall use all reasonable endeavours to procure that the landlord notes the interest of the Bank on the relevant policy or policies of insurance) the Customer shall be deemed to have complied with the Customer's obligations under this clause in relation to the Property.
- 4.2.2 To maintain in such insurance office or offices as the Bank shall approve such insurance in respect of employer's and public liability as the Bank shall reasonably require, and punctually to pay all premiums in respect of such insurance.
- 4.2.3 On demand to deliver to the Bank the policy or policies of all such insurances and the receipt for every such payment, and to apply all monies which may be received by virtue of any such policy or policies (and to stand possessed of all monies which may be received by virtue of any policy or policies of insurance relating to the Property not effected or maintained in pursuance of the obligations hereunder upon trust to apply the same) either in making good the loss or damage or in or towards the discharge of the Customer's Indebtedness as shall be required by the Bank (subject however to the provisions of any lease under which the Property is held or of any prior charge).
- 4.2.4 To notify the Bank in writing as soon as practicable after the happening of any event leading to, or likely to lead to, a claim upon any policy of insurance relating to the Property, whether maintained pursuant to Clauses 4.2.1 or 4.2.2 or not.
- 4.2.5 If the Customer is in default under Clauses 4.2.1 or 4.2.2, the Bank or any Receiver may effect all necessary insurances at the expense of the Customer, and for that purpose may enter the Property.

4.3 Compliance with Covenants

- 4.3.1 To pay all (if any) rents or rent charges and to observe and perform all (if any) covenants and conditions affecting the Property, and immediately upon receipt to send a copy of any notice received by the Customer (including any notice received from any landlord whether immediate or not of the Property) to the Bank, and forthwith to notify the Bank if there shall be any attempt by any landlord to re-enter the Property.
- 4.3.2 To take such steps (at the cost of the Customer) as the Bank or any Receiver shall require in respect of any notice or attempted re-entry referred to in Clause 4.3.1.

4.4 Compliance with Legislation

- 4.4.1 To comply with all legislation, regulations and bye-laws applicable to the Property or its use or anything on or done on the Property including (but without prejudice to the generality of the foregoing) the Planning Acts, the Factories Act 1961, the Offices Shops and Railway Premises Act 1963, the Health and Safety at Work etc. Act 1974, the Food Safety Act 1990, the Environmental Protection Act 1990 and the Water Resources Act 1991.
- 4.4.2 To carry out all works and maintain all arrangements which any relevant public or statutory authority may require, recommend or direct to be carried out or maintained in relation to the Property or anything on or done on the Property.
- 4.4.3 To notify the Bank immediately upon the receipt of any notice, order, complaint or summons (or proposal for the same) from any statutory or other authority relating to the Property or its use or to anything on or done on the Property and to produce a copy of the same to the Bank, and at the request of the Bank (but at the cost of the Customer) to make or join with the Bank in making such objections to or representations against the same as the Bank shall require.
- 4.4.4 To produce to the Bank a copy of all environmental reports or audits obtained or received by the Customer in respect of the Property, and on request to produce to the Bank other documents or information relating to the Property or the development thereof as the Bank shall require.
- 4.4.5 If the Customer is in breach of any legislation, regulations or bye-laws, to carry out with all reasonable speed such remedial work as the Bank or any Receiver shall require and, in default, the Bank or any Receiver may (but shall not be obliged to) enter the Property and carry out such remedial work at the expense of the Customer but the Bank shall not be liable to account to the Customer as mortgagee in possession.

4.5 Right of Entry

To permit any authorised representative of the Bank or any Receiver to enter the Property for any reasonable purpose (including checking whether or not the Customer is in breach of any legislation, regulations or bye-laws applicable to the Property and the Other Charged Assets or its or their use or anything on or done on the Property, and carrying out at the expense of the Customer environmental reports or audits), and to inspect the state of the same, and to provide to the Bank or any Receiver such information in relation to the Property and the Other Charged Assets as it or he shall reasonably request.

4.6 General

- 4.6.1 To notify the Bank immediately if any steps (including the making of any application or the giving of any notice) are taken by any person (including the Customer) in relation to:-
- the administration, receivership, winding up or dissolution of the Customer; or
 - any moratorium affecting the Customer.
- 4.6.2 To ensure that no person other than itself is registered under the Land Registration Act 2002 as proprietor of the Property and not to create or permit to arise any overriding interest as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002 affecting the Property.
- 4.6.3 Whether or not title to the Property is registered under the Land Registration Act 2002, if any caution against first registration or any notice (agreed or unilateral) is registered against the title of all or any part of the Property, to give to the Bank full particulars of the circumstances relating to such registration and if such caution or notice shall have been registered in order to protect an actual or purported interest the creation of which is contrary to the obligations of the Customer under this Charge, immediately at the Customer's expense to take such steps as the Bank requires to ensure that the caution or notice is withdrawn or cancelled.

4.7 Restrictions

Not without the Bank's prior written consent to:-

- 4.7.1 grant or accept (or contract to do so) a surrender of any lease, licence to occupy or franchise relating to the Property, or agree any variation of the terms of any lease or part with or share occupation of the Property;
- 4.7.2 create, or purport to create, any other mortgage, charge or lien on the Property or the Other Charged Assets;
- 4.7.3 sell or dispose of the Property or any part of it (or contract to do so);
- 4.7.4 sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement.

4.8 Additional Environmental Obligations

- 4.8.1 The Customer shall not, without the prior written consent of the Bank, do or allow to be done or omit to do on the Property or on the Other Charged Assets anything which might lead either to the Customer incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incurring any other liability as a result of the pollution of the Property or the Other Charged Assets or the Property being entered upon any register of land which may have been put to a contaminative use under that Act.
- 4.8.2 The Customer shall send copies to the Bank of any notice received in connection with environmental matters relating to the Property and the Other Charged Assets.

4.9 Indemnity

To indemnify and keep the Bank indemnified from and against all actions, charges, claims, costs, damages, proceedings, and other liabilities whatsoever occasioned by any breach by the Customer of the Customer's obligations contained in this Charge; this indemnity shall remain in full force and effect notwithstanding the payment by the Customer to the Bank of all monies secured by this Charge.

4.10 Perfection of Security

To execute and do all such assurances and things as the Bank may require for perfecting this security, or for preserving the Property, or for facilitating the realisation of the same in such manner as the Bank may think fit, and for exercising all powers conferred by this Charge or by law on the Bank or a Receiver.

4.11 Costs

To pay the legal fees and disbursements of the Bank properly incurred in connection with the preparation and completion of this Charge and all priority deeds from time to time required by the Bank or other mortgagees, and to pay all other fees and disbursements charged to or incurred by the Bank arising from the creation or existence of this Charge.

5. RIGHTS OF ENFORCEMENT

- 5.1 The Customer's indebtedness shall be deemed to have become due for the purposes of Section 101 of the LPA 1925, and the floating charges (if any) hereby created shall automatically crystallise, immediately upon a demand for payment being made by the Bank.
- 5.2 In addition to all other protection afforded by statute, every purchaser or other party dealing with the Bank or any Receiver shall be entitled to assume, without enquiry, that such a demand has been duly made and that the Customer's indebtedness is outstanding and has become due.
- 5.3 Section 103 of the LPA 1925 shall not apply to this Charge, and the Bank may exercise its powers of sale and other powers under that or any other Act at any time after the date of this Charge.
- 5.4 In the event of the exercise of the power of sale, the Bank or any Receiver may agree that the purchase price for the Property or for any of the Other Charged Assets is paid by instalments on such terms as it or he shall think fit.
- 5.5 Section 93 of the LPA 1925 (restricting the Bank's right of consolidation) shall not apply to this Charge.

6. APPOINTMENT AND POWERS OF RECEIVER

- 6.1 At any time after the Bank shall have demanded payment of the Customer's indebtedness or if requested by the Customer, the Bank may appoint by writing any person or person (whether an employee of the Bank or not) to be a Receiver of the Property and of the other Charged Assets (and so that where more than one Receiver is appointed they may act jointly or severally unless the Bank shall in the appointment specify to the contrary).
- 6.2 The Bank may from time to time determine the remuneration of the Receiver, and may remove the Receiver and appoint another in his place.
- 6.3 The Receiver shall (so far as the law permits) be the agent of the Customer (who shall alone be personally liable for his acts, defaults, remuneration, costs, charges and expenses) and shall have and be entitled to exercise (notwithstanding the insolvency of the Customer) all powers conferred on a Receiver by law and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Charge (and without prejudice to the Bank's powers), the Receiver shall have power in the name of the Customer or otherwise to do the following things namely:-
 - 6.3.1 to take possession of, collect and get in the Property and the Other Charged Assets, and generally to manage the Property the Other Charged Assets and the business (if any) of the Customer carried on at or from the Property, and for that purpose to take any proceedings as he shall think fit;
 - 6.3.2 to commence and/or complete any building operations or other development on the Property and to apply for and obtain any planning permissions, building regulation approvals and other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - 6.3.3 to purchase or acquire any land, and to purchase, acquire or grant any interest in or right over land;
 - 6.3.4 to borrow money from the Bank or others on the security of the Property and/or the Other Charged Assets or otherwise;
 - 6.3.5 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;
 - 6.3.6 if the Property is leasehold, to vary the terms of or surrender or otherwise determine any lease, to negotiate and agree any rent reviews and/or to take a new lease thereof, and generally on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms of this Charge so far as applicable, and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
 - 6.3.7 to sell (and so that any such sale may be made for cash payable by instalments), let or lease or licence (or concur in selling, letting or leasing or licensing), accept surrenders of leases or tenancies or licences of, or grant options over the Property in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Customer and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as he in his absolute discretion shall think fit;
 - 6.3.8 to sever and remove any fixed plant and equipment and other fixtures and the right, pending any sale or other disposal, to use (at no cost to the Receiver and without any liability to the Customer in connection with the use thereof) the Equipment;
 - 6.3.9 to purchase materials, tools, equipment, goods or supplies;
 - 6.3.10 to make any arrangement or compromise which the Bank or he shall think fit;
 - 6.3.11 to make and effect all repairs, improvements and insurances as he shall think fit;
 - 6.3.12 to take all necessary steps to preserve and renew every Licence and Certificate;
 - 6.3.13 to appoint solicitors, accountants, managers, officers, contractors and agents for all or any of the purposes set out in this Clause 6 upon such terms as to remuneration or otherwise as he may determine; and
 - 6.3.14 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers set out in this Clause 6 and which he lawfully may or can do.
- 6.4 The Customer irrevocably appoints the Bank and any nominee of the Bank (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver and any nominee of the Receiver severally to be the Attorney and/or Attorneys of the Customer (with full power of substitution and delegation), and in the Customer's name and on his behalf and as his act and deed or otherwise to sign, seal, deliver and otherwise perfect and do any deed, assurance, agreement, instrument or act which may be required by the Bank or any Receiver for the purposes of this Charge or the exercise of any of the powers granted hereby. The Customer will ratify or confirm any deeds, instruments, acts and things which the Bank or any such Receiver (or their respective nominees) may lawfully sign or execute or do.
- 6.5 All powers of the Receiver may be exercised by the Bank, whether as attorney of the Customer or otherwise and whether or not a Receiver shall have been appointed.
- 6.6 The Customer shall do all such acts and things, and shall execute all such assurances and instruments, as the Receiver shall reasonably require in the exercise of any of the powers conferred on the Receiver.

7. SET-OFF AND REMEDIES GENERALLY

- 7.1 Any monies from time to time standing to the Customer's credit on any account with the Bank may be retained by the Bank as cover for and may (at any time and without notice to the Customer) be applied by the Bank in or towards payment or discharge of the Customer's Indebtedness.
- 7.2 No time, indulgence or forbearance which the Bank might give or show to the Customer or to any other person or otherwise shall in any way affect the Bank's rights and remedies under this Charge or otherwise.
- 7.3 No single or partial exercise of any right or remedy shall prevent any further exercise of them or the exercise of any other right or remedy. The Bank's rights and remedies under this Charge are not exclusive of any other rights or remedies provided by law.
- 7.4 This Charge shall be in addition to, and shall not merge with or otherwise prejudice or affect, any other right, remedy, guarantee, indemnity, security or arrangement between the Bank and the Customer, and it may be enforced notwithstanding the same and, in particular, irrespective of the validity or enforceability of the same.
- 7.5 Each of the provisions of this Charge is severable and distinct from the others, and if at any time any one or more provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired. In addition the Bank may by giving notice in writing to the Customer amend any such provision (but not so as to impose any more onerous obligation on the Customer) with a view to making such provision (as amended) legal, valid and enforceable.
- 7.6 The Bank may from time to time waive or authorise on such terms and conditions (if any) as it shall deem expedient any breach or proposed breach by the Customer of the Customer's obligations and conditions contained in this Charge, without prejudice to the Bank's rights and remedies in respect of any subsequent breach.
- 7.7 All monies received by the Bank from or on account of the Customer may be applied by the Bank either in whole or in part in reduction of such account or accounts and the interest thereon as the Bank shall think fit.
- 7.8 The Bank may at any time after the making of a demand for payment (and without notice to the Customer) combine or consolidate all or any of the then existing accounts between the Bank and the Customer (including accounts in the name of the Customer jointly with another), and may set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of the Customer's Indebtedness.

8. CONTINUING SECURITY AND AMOUNT DUE

- 8.1 Without prejudice to the generality of Clause 3, this Charge shall be a continuing security to the Bank and shall extend to cover the ultimate balance due from the Customer to the Bank notwithstanding that there may have been at any time a balance to the credit of the Customer on any account of the Customer, any settlement of account or any other matter or thing.
- 8.2 The charges contained in this Charge are made for securing further advances but the Bank is under no obligation to make any such further advance.
- 8.3 This Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Customer's Indebtedness
- 8.4 This Charge shall be in addition to and shall not either prejudice or be prejudiced by:-
- 8.4.1 any other security, guarantee, remedy or lien held by or available to the Bank;
- 8.4.2 any invalidity of such other security or guarantee;
- 8.4.3 the Bank releasing, varying or not enforcing any such other security or guarantee; or
- 8.4.4 the Bank giving time for payment or failing to enforce rights
- in each case at any time and from time to time.
- 8.5 The amount due to the Bank shall (save in case of manifest error) be conclusively proved by a copy (signed by a manager or officer of the Bank or of any of its branches) of the relevant account in the books of the Bank for the preceding three months, or for such shorter period as may be covered by the account.

9. NOTICE OF CHARGE OR DISPOSAL

- 9.1 On receiving notice that the Customer has encumbered or disposed of the Property or any of the Other Charged Assets, the Bank shall be entitled to close the Customer's then current account or accounts and to open a new account or accounts with the Customer and (without prejudice to the Bank's right to combine accounts) no monies paid in or carried to the Customer's credit in any new account(s) shall be appropriated towards, or have the effect of discharging, any part of the amount due to the Bank on such closed account(s).
- 9.2 If the Bank does not open such new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice.
- 9.3 As from that time, all payments made by the Customer to the Bank 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 Customer to the Bank at the time when it received such notice.

10. COSTS AND OTHER EXPENSES

- 10.1 All costs, charges and expenses incurred hereunder by the Bank or any Receiver, and all other monies paid by the Bank or any Receiver in connection with this Charge or the Property or any of the Other Charged Assets, shall be recoverable from the Customer as a debt and may be debited to any account of the Customer and shall bear interest accordingly and shall be (and are hereby) charged on the Property and the Other Charged Assets.
- 10.2 Without prejudice to the generality of Clause 10.1, the costs recoverable by the Bank hereunder shall include:-
- 10.2.1 all monies expended or incurred by or charged to the Bank or any Receiver under Clause 6; and
- 10.2.2 all costs incurred by or charged to the Bank (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under this Charge.

11. OTHER PROVISIONS

It is hereby agreed and declared as follows:-

- 11.1 The Bank may, without restriction, grant or accept surrenders of leases, licences to occupy or franchises relating to the Property (including the granting of leases at a premium and a peppercorn rent).
- 11.2 In no circumstances shall the Bank or any Receiver be liable to account to the Customer as a mortgagee in possession or otherwise for any monies not actually received by the Bank, or be liable for any loss upon realisation or any neglect or default whatsoever in connection therewith.
- 11.3 In relation to Equipment:-
- 11.3.1 the Bank and any Receiver may, as the agent of the Customer, remove, store, sell, dispose of, use or otherwise deal with the Equipment on such terms as the Bank or any Receiver shall think fit;
- 11.3.2 if the Customer is a company (including a society registered under any of the Industrial and Provident Societies Acts), the net proceeds of sale of the Equipment (after deduction of all costs incurred by the Bank or any Receiver of and/or ancillary to such removal, storage, sale or disposal) shall be applied in or towards the discharge of the Customer's Indebtedness; and
- 11.3.3 if the Customer is an individual or individuals, the net proceeds of sale of the Equipment (after deduction of all costs incurred by the Bank or any Receiver of and/or ancillary to such removal, storage, sale or disposal) shall be paid by the Bank or any Receiver to the Customer as soon as reasonably practicable after demand.
- 11.4 The Bank may transfer the benefit of this Charge to any person provided the rights, interests and obligations of the Customer under this Charge are not unduly prejudiced by such transfer. The total amount of the liabilities of the Customer to the Bank at the time of the transfer shall be treated as principal money already due at that date.
- 11.5 All references to sums payable under this Charge are exclusive of any Value Added Tax charged or payable thereon.
- 11.6 This Charge shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

12. NOTICES

- 12.1 In this Clause "writing" includes facsimile (but not e-mail) and "delivery" includes communication by such means.
- 12.2 A demand for payment or any other demand or notice under this Charge may be made or given by any manager or officer of the Bank by letter addressed to the Customer and served on the Customer at an authorised address for the service or by facsimile transmission to such facsimile transmission number (if any) as may from time to time be exhibited on the Customer's notepaper or otherwise be notified in writing to the Bank and any demand addressed to a deceased Customer shall for all purposes of this Charge be deemed a sufficient demand by the Bank upon him and his executors or administrators and shall be as effectual as if he were still living.

- 12.3 An authorised address for service shall be the registered office of the Customer or the existing or last known place of business or abode of the Customer (or if more than one any one of such places).
- 12.4 A notice or demand shall be deemed to be duly served on the Customer:-
- 12.4.1 if delivered by hand, at the time of delivery at an authorised address for service;
- 12.4.2 if sent by prepaid first class post to an authorised address for service on the second Business Day following the day of posting and shall be effective notwithstanding that it may be misdelivered or returned undelivered;
- 12.4.3 if sent by airmail post, on the fifth Business Day from the date of posting; and
- 12.4.4 if given or made by facsimile transmission at the time of a completed transmission.
- 12.5 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such demand or notice was correctly addressed and posted or that the facsimile transmission report confirmed a correct transmission.
- 12.6 A communication received or deemed to have been received in accordance with this Clause 12 on a day which is not a Business Day or after 5pm on any Business Day (according to the local time in the place of receipt) shall be deemed to have been received at 9am on the next Business Day (according to such local time).
- 12.7 In the event of the Customer being more than one person or body, the due service on any one of them shall be deemed to be service on them all, and the person or body on whom the notice or demand is served shall be deemed to have accepted it for himself and as agent for such others.
- 12.8 Any notice to the Bank under this Charge shall be in writing and shall only be deemed to be duly served if it is posted or delivered to the address of the Bank specified on page 1 of this Charge or to such other address as the Bank may from time to time notify to the Customer in writing for this purpose.

13. **CERTIFICATE OF NON-CONTRAVENTION**

The Customer certifies that this Charge does not contravene any of the provisions of the Customer's Memorandum and Articles of Association or its Rules or other constitutional documents as the case may be.

14. **PREMISES HAVING A LICENCE OR CERTIFICATE**

14.1 The Customer undertakes with the Bank to:-

- 14.1.1 obtain and maintain all Licences or Certificates in a form acceptable to the Bank;
- 14.1.2 produce all Licences or Certificates on demand by the Bank;
- 14.1.3 not to do, or allow anything to be done, which may prejudice the continued existence or renewal of any Licence or Certificate;
- 14.1.4 without the prior written consent of the Bank not to surrender, allow the suspension or revocation of any Licence or Certificate and to ensure that no employee or designated premises supervisor surrenders any Licence or Certificate or does anything which results in the suspension or revocation of or imposition of conditions on any Licences or Certificates;
- 14.1.5 notify the Bank immediately of anything (including any summons, notice or objection) likely to affect the continued existence or renewal of all Licences or Certificates or result in any variation in the conditions subject to which such is held or result in the imposition of conditions other than standard conditions attaching to such Licences or Certificates;
- 14.1.6 insure and keep insured all Licences or Certificates against loss, termination, suspension, forfeiture, cancellation, revocation or non-renewal in the joint names of the Customer and the Bank in such sum as the Bank shall from time to time in writing require and with such insurance office or offices as the Bank shall approve, and punctually to pay all premiums in respect of such insurance, and on demand to deliver to the Bank the policy or policies of all such insurance and the receipt for every such payment, and to apply all money which may be received by virtue of any such policy or policies in or towards the discharge of the Customer's indebtedness and, in default, it shall be lawful for (but not obligatory upon) the Bank to effect and maintain such insurance.
- 14.2 The Customer hereby irrevocably appoints the Bank and any nominee of the Bank and/or any Receiver and any nominee of his jointly and also severally to be the Attorney of the Customer (with full power of substitution and delegation), and in the Customer's name or otherwise and on behalf of the Customer to make application, convert, sign and give notices and other documents, vary or appear before the relevant licensing authority, give consent and do or concur in all such other acts or things as may be necessary to obtain, renew, convert, protect, transfer or safeguard all Licences or Certificates. The production of this Charge shall be conclusive evidence of the Customer's consent to any application in connection therewith, and the Customer shall not oppose any such application.
- 14.3 This power is without prejudice to the generality of the power given under Clause 6.4.

IN WITNESS whereof this Deed has been executed by the Customer and is intended to be and is hereby delivered on the date first above written.

THE FIRST SCHEDULE

The Customer applies to the Chief Land Registrar to enter a restriction on the Register of Title of the Property in the following terms:-

"no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charges contained in this Charge or, if appropriate, signed on such proprietor's behalf by its conveyancer."

Unregistered Land

The property known as and comprised in the following documents:-

Date	Document	Parties
------	----------	---------

Registered Land

Title Number(s)	: CB9809 and part of CB289865
Property Description	: 507 and 9 NORFOLK STREET CAMBRIDGE CB1 2LD.
Administrative Area	: CAMBRIDGE
Class of Title	: ABSOLUTE FREEHOLD.

THE SECOND SCHEDULE

1. The Customer (to the full extent of the Customer's interest therein) with Full Title Guarantee, charges by way of floating charge (as a continuing security for the payment or discharge of the Customer's indebtedness) the Equipment .
2. The Customer covenants with the Bank:-
- 2.1 not without the previous consent in writing of the Bank to dispose of the Equipment, save in the ordinary course of business;
- 2.2 to keep all the Equipment in good and substantial repair and condition and to renew or replace the same when necessary;
- 2.3 to keep the Equipment insured against loss or damage by fire, theft, aircraft, storm, tempest, flood and damage by or resulting from vehicular impact and such other risks as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve, and punctually to pay all premiums in respect of such insurance.

SIGNED for and on behalf of **THE CO-OPERATIVE BANK p.l.c.**:-



..... Manager

SIGNED AND DELIVERED as a Deed by CBZ LTD.)
in the presence of:)
Witness Signature [Signature]
Address 37 PARKSIDE
CHAMBERLAIN
Occupation SOLICITOR

[Signature]

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to ** CBZ Ltd, who informed me that he/she understood the same

[Signature]
Solicitor

SIGNED AND DELIVERED as a Deed by)
in the presence of:)
Witness Signature
Address.....
Occupation.....

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to **, who informed me that he/she understood the same

.....
Solicitor

SIGNED AND DELIVERED as a Deed by)
in the presence of:)
Witness Signature
Address.....
Occupation.....

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to **, who informed me that he/she understood the same

.....
Solicitor

SIGNED AND DELIVERED as a Deed by)
in the presence of:)
Witness Signature
Address.....
Occupation.....

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to **, who informed me that he/she understood the same

.....
Solicitor

** Insert full name(s) of Customer(s)

THE COMMON SEAL of OR SIGNED as a Deed by
was hereunto affixed in) LIMITED acting by:-
pursuant of a Resolution of)) Director
the Board of Directors/)) Secretary / Director / Witness
committee dated) Address of Witness
in the presence of:)

.....
Director/Committee Member
.....
Director/Committee Member
.....
Secretary

NOTE: NOT TO BE USED FOR REGISTERED CHARGES
THE CO-OPERATIVE BANK p.l.c hereby this day of 20 releases to the Customer, the Property and the Other Charged Assets to hold the same unto the Customer free from this Charge and all monies secured by the Charge and from all claims and demands thereunder.

SIGNED AS A DEED by THE CO-OPERATIVE BANK p.l.c. acting by it's duly appointed attorney Pursuant to a power of attorney dated

Witness Signature
Witness Name
Address