

MR01

Particulars of a charge

036782/23.

laserform



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

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

✓ **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 the
instrument. Use form MR08

FRIDAY



A9W7GII9

A23 15/01/2021 #87

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. **Do not send the original.**

1 Company details

Company number 0 3 3 4 2 1 7 5
Company name in full GEOFF SMITH ASSOCIATES LIMITED

For official use

→ **Filling 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 d 2 2 m 1 2 y 2 0 y 2 0

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 T.FORSELL & SON (PROPERTIES) LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

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

Brief description

All that freehold property known as 4 Cartwright Court, Cartwright Way, Coalville Leicestershire LE67 1UE which is registered at HM Land Registry under freehold title LT388536

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X Buckles, Solicitors to the Charge X

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

MR01**Particulars of a charge****Presenter information**

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

Contact name **Michael Blank**

Company name
Buckles Solicitors LLP

Address
Grant House

101 Bourges Boulevard

Post town
Peterborough

County/Region
Cambridgeshire

Postcode

P	E	1		1	N	G
---	---	---	--	---	---	---

Country
England

DX

Telephone
01733888888

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

**Important information**

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

**How to pay**

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

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

**Where to send**

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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

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

**Further information**

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

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

DATED 22 December 2020

(1) GEOFF SMITH ASSOCIATES LIMITED

and

(2) T.FORSELL & SON (PROPERTIES) LIMITED

LEGAL CHARGE

Of:-

4 Cartwright Court, Cartwright Way
Bardon Hill, Coalville, Leicestershire LE67 1VE

WE CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL

Buckles, 7 January 2021
Buckles Solicitors LLP
Grant House, 101 Bourges Boulevard
Peterborough PE1 1NG

BUCKLES SOLICITORS LLP
Grant House
101 Bourges Boulevard
Peterborough
PE1 1NG

(MCB/TFO0001/0003)

THIS LEGAL CHARGE is dated 22 November 2020
and made BETWEEN:

- (1) **GEOFF SMITH ASSOCIATES LIMITED** (Company Registration Number **03342175**) whose registered office is at 5 Cartwright Court Cartwright Way, Forest Business Park, Bardon, Leicestershire, United Kingdom, LE67 1UE (the "Mortgagor")
- (2) **T.FORSELL & SON (PROPERTIES) LIMITED** (Company Registration Number **00467058**) whose registered office is at Oakley House Headway Business Park 3 Saxon Way West Corby NN18 9EZ (the "Mortgagee")

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Charge:-

1.1.1 Charge:-

means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

1.1.2 Charged Property:-

means the property charged to the Mortgagee by this Charge and includes any part of or interest therein.

1.1.3 Encumbrance:-

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

1.1.4 Expenses:-

means all interest, commission, fees and legal and other costs, charges and expenses which the Mortgagee or any Receiver may charge or incur in relation to the Mortgagor or this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property

and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

1.1.5 Property:-

means the freehold property referred to in Part I of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it

1.1.6 Receiver:-

means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

1.1.7 Rental income:-

means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Property or otherwise paid to or received by the Mortgagor in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charge or the like

1.1.8 Secured Liabilities:-

means the sum of TWO HUNDRED AND EIGHTY EIGHT THOUSAND POUNDS (£288,800.00) being the sum advanced by the Mortgagee to the Mortgagor to enable the Mortgagor to purchase the Property and repayable over a ten year period by the Mortgagor to the Mortgagee (together with all Expenses) and interest to be calculated at the rate of 3.5 % per annum until the date of payment making the total sum repayable THREE HUNDRED AND FORTY ONE THOUSAND SEVEN HUNDRED AND FORTY NINE POUNDS AND FIFTY SIX PENCE (£341,749.56) (excluding Expenses)

1.2 Interpretation

In this Charge:-

- 1.2.1** the expressions "Mortgagor" and "Mortgagee" where the context admits, include their respective successors in title and assigns;

- 1.2.2 if two or more persons are included in the expression "Mortgagor" then the use in this Charge of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Mortgagee of the other or others of them;
- 1.2.3 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.4 words importing the singular are to include the plural and vice versa.
- 1.2.5 any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

2. Covenant to Pay

The Mortgagor covenants with the Mortgagee that the Mortgagor will pay to the Mortgagee and discharge all Secured Liabilities by one hundred and twenty equal monthly payments of £2847.91 payable on the first day of each calendar month the first such payment to be made on the ~~22~~ day of December 2020 and the final payment to be made on the ~~22~~ day of November 2030

3. Security

- 3.1 The Mortgagor charges to the Mortgagee with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities by way of legal mortgage the Property
- 3.2 The Mortgagor hereby assigns absolutely to the Mortgagee with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Mortgagor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 3.3 The Mortgagor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices,

orders and directions which the Mortgagee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Mortgagee or any Receiver.

4. Restrictions

The Mortgagor shall not without the prior written consent of the Mortgagee (not to be unreasonably withheld or delayed):

- 4.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
- 4.2 sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing;
- 4.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

5. Covenants by the Mortgagor

5.1 The Mortgagor covenants with the Mortgagee at all times during the continuance of this security:

- 5.1.1 To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Mortgagee free access at all reasonable times to view the state and condition of the Property.
- 5.1.2 To keep the Charged Property insured with such insurer and against such risks as the Mortgagee may require and to the Mortgagee's satisfaction for their full replacement value with the Mortgagee's interest noted on the policy, and the Mortgagor shall pay all premiums when due and produce or deposit with the Mortgagee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.
- 5.1.3 To apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Mortgagee's option in or towards the discharge of

the Secured Liabilities and pending such application the Mortgagor will hold such proceeds in trust for the Under.

5.1.4 Not without the previous written consent of the Mortgagee not to be unreasonably withheld or delayed to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

5.2 If the Mortgagor shall fail to comply with any of the obligations under clause 5.1 then the Mortgagee may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Mortgagee shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement.

6. Enforcement

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

7. Appointment and Powers of Receiver

7.1 At any time after this charge has become enforceable or if requested by the Mortgagor, the Mortgagee may appoint by writing any person or persons (whether an officer of the Mortgagee or not) to be a Receiver of all or any part of the Charged Property and where

more than one Receiver is appointed they may be given power to act either jointly or severally.

- 7.2 The Mortgagee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 7.3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Mortgagee's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:
- 7.3.1 to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
 - 7.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - 7.3.3 to borrow moneys from the Mortgagee or others on the security of the Charged Property for the purpose of exercising any of his powers;
 - 7.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
 - 7.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
 - 7.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;

- 7.3.7 to make and effect all repairs and improvements;
- 7.3.8 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- 7.3.9 to purchase materials, tools, equipment, goods or supplies;
- 7.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- 7.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Mortgagee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

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

8. Mortgagee's Liability

- 8.1 In no circumstances shall the Mortgagee be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Mortgagee.
- 8.2 In no circumstances shall the Mortgagee be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Mortgagee its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

9. Protection of Third Parties

Any purchaser or any other person dealing with the Mortgagee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any

power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Mortgagee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law Property Act 1925 shall apply to any person purchasing from or dealing with the Mortgagee or any Receiver.

10. Powers of Leasing

The statutory powers of sale, leasing and accepting surrenders exercisable by the Mortgagee are hereby extended so as to authorise the Mortgagee whether in the name of the Mortgagee or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Mortgagee (in its absolute discretion) shall think fit.

11. Mortgagee's Rights

11.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Mortgagee whether as attorney of the Mortgagor or otherwise.

11.2 The Mortgagor agrees that at any time after this Charge becomes enforceable:

11.2.1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Mortgagee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;

11.2.2 the Mortgagee may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Mortgagee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Mortgagee.

12. Costs and Indemnity

- 12.1 All costs, charges and expenses properly incurred by the Mortgagee in relation to this Charge or the Secured Liabilities shall be reimbursed by the Mortgagor to the Mortgagee on demand on a full indemnity basis and until so reimbursed shall carry interest at 4% above the base rate of Barclays Bank Plc which shall be compounded quarterly from the date of payment to the date of reimbursement and be secured on the Charged Property.
- 12.2 The Mortgagee and every Receiver, attorney or other person appointed by the Mortgagee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Mortgagee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

13. Continuing Security

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

14. Notices

- 14.1 Any notice or demand by the Mortgagee may be sent by post or telex or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the

Mortgagee or if the Mortgagor is a company may be served personally on any director or the secretary of the Mortgagor.

- 14.2 A notice or demand by the Mortgagee by post shall be deemed served on the day after posting.
- 14.3 A notice or demand by the Mortgagee by telex shall be deemed served at the time of sending.

15. Miscellaneous

- 15.1 The Mortgagee shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the Mortgagee shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.
- 15.2 No delay or omission on the part of the Mortgagee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 15.3 The Mortgagee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Mortgagee deems expedient.
- 15.4 Any waiver by the Mortgagee of any terms of this Charge or any consent or approval given by the Mortgagee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 15.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 15.6 Any certificate or determination of the Mortgagee as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

16. Law and Jurisdiction

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

17. Registered Land

The Mortgagor hereby applies to the Land Registry for a restriction in the following terms (being Form P prescribed by Schedule 4 of the Land Registration Rules 2003) to be entered on the register of the Mortgagor's title to the Property:

"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 charge dated the 22 day of ~~December~~ 2020 in favour of T.Forsell & Son (Properties) Limited or if appropriate signed on such proprietors behalf by its solicitors Buckles Solicitors LLP of Grant House 101 Bourges Boulevard Peterborough PE1 1NG"

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

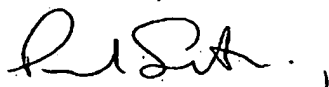
THE SCHEDULE

The Property

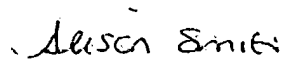
All that freehold property known as 4 Cartwright Court, Cartwright Way, Coalville Leicestershire LE67 1VE which is registered at HM Land Registry under freehold title LT388536

EXECUTED as a DEED by GEOFF SMITH)
ASSOCIATES LIMITED)

acting by it's Director
in the presence of:-


Alison J Smith

Witness signature:



name (BLOCK LETTERS): ALISON J SMITH

address: Millburn, Moor Lane, Coleorton, Leicestershire LE67 8AP

EXECUTED as a DEED by T.FORSELL)
& SON (PROPERTIES) LIMITED)
acting by it's Director ADRIAN FRANCIS)
ROGER FORSELL in the presence of:-)

witness signature:

name (BLOCK LETTERS):

address:

DATED 27 December 2020

(1) GEOFF SMITH ASSOCIATES LIMITED

and

(2) T.FORSELL & SON (PROPERTIES) LIMITED

LEGAL CHARGE

Of:-

4 Cartwright Court, Cartwright Way
Bardon Hill, Coalville, Leicestershire LE67 1VE

BUCKLES SOLICITORS LLP
Grant House
101 Bourges Boulevard
Peterborough
PE1 1NG

(MCB/TF00001/0003)

THIS LEGAL CHARGE is dated

22 December

2020

and made BETWEEN:

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1.2 Interpretation

In this Charge:-

- 1.2.1** the expressions "Mortgagor" and "Mortgagee" where the context admits, include their respective successors in title and assigns;

- 1.2.2 if two or more persons are included in the expression "Mortgagor" then the use in this Charge of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Mortgagee of the other or others of them;
- 1.2.3 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.4 words importing the singular are to include the plural and vice versa.
- 1.2.5 any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

2. Covenant to Pay

The Mortgagor covenants with the Mortgagee that the Mortgagor will pay to the Mortgagee and discharge all Secured Liabilities by one hundred and twenty equal monthly payments of £2847.91 payable on the first day of each calendar month the first such payment to be made on the 22 day of December 2020 and the final payment to be made on the 22 day of November 2030

3. Security

- 3.1 The Mortgagor charges to the Mortgagee with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities by way of legal mortgage the Property
- 3.2 The Mortgagor hereby assigns absolutely to the Mortgagee with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Mortgagor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 3.3 The Mortgagor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices,

orders and directions which the Mortgagee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Mortgagee or any Receiver.

4. Restrictions

The Mortgagor shall not without the prior written consent of the Mortgagee (not to be unreasonably withheld or delayed):

- 4.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
- 4.2 sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing;
- 4.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

5. Covenants by the Mortgagor

- 5.1 The Mortgagor covenants with the Mortgagee at all times during the continuance of this security:
 - 5.1.1 To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Mortgagee free access at all reasonable times to view the state and condition of the Property.
 - 5.1.2 To keep the Charged Property insured with such insurer and against such risks as the Mortgagee may require and to the Mortgagee's satisfaction for their full replacement value with the Mortgagee's Interest noted on the policy, and the Mortgagor shall pay all premiums when due and produce or deposit with the Mortgagee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.
 - 5.1.3 To apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Mortgagee's option in or towards the discharge of

the Secured Liabilities and pending such application the Mortgagor will hold such proceeds in trust for the Under.

5.1.4 Not without the previous written consent of the Mortgagee not to be unreasonably withheld or delayed to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

5.2 If the Mortgagor shall fail to comply with any of the obligations under clause 5.1 then the Mortgagee may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Mortgagee shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest as mentioned in clause I from the date of payment to the date of reimbursement.

6. Enforcement

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

7. Appointment and Powers of Receiver

7.1 At any time after this charge has become enforceable or if requested by the Mortgagor, the Mortgagee may appoint by writing any person or persons (whether an officer of the Mortgagee or not) to be a Receiver of all or any part of the Charged Property and where

more than one Receiver is appointed they may be given power to act either jointly or severally.

7.2 The Mortgagee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

7.3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Mortgagee's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:

7.3.1 to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;

7.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;

7.3.3 to borrow moneys from the Mortgagee or others on the security of the Charged Property for the purpose of exercising any of his powers;

7.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;

7.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;

7.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;

- 7.3.7 to make and effect all repairs and improvements;
- 7.3.8 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- 7.3.9 to purchase materials, tools, equipment, goods or supplies;
- 7.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- 7.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Mortgagee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

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

8. Mortgagee's Liability

- 8.1 In no circumstances shall the Mortgagee be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Mortgagee.
- 8.2 In no circumstances shall the Mortgagee be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Mortgagee its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

9. Protection of Third Parties

Any purchaser or any other person dealing with the Mortgagee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any

power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Mortgagee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law Property Act 1925 shall apply to any person purchasing from or dealing with the Mortgagee or any Receiver.

10. Powers of Leasing

The statutory powers of sale, leasing and accepting surrenders exercisable by the Mortgagee are hereby extended so as to authorise the Mortgagee whether in the name of the Mortgagee or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Mortgagee (in its absolute discretion) shall think fit.

11. Mortgagee's Rights

11.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Mortgagee whether as attorney of the Mortgagor or otherwise.

11.2 The Mortgagor agrees that at any time after this Charge becomes enforceable:

11.2.1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Mortgagee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;

11.2.2 the Mortgagee may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Mortgagee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Mortgagee.

12. Costs and Indemnity

12.1 All costs, charges and expenses properly incurred by the Mortgagee in relation to this Charge or the Secured Liabilities shall be reimbursed by the Mortgagor to the Mortgagee on demand on a full indemnity basis and until so reimbursed shall carry interest at 4% above the base rate of Barclays Bank Plc which shall be compounded quarterly from the date of payment to the date of reimbursement and be secured on the Charged Property.

12.2 The Mortgagee and every Receiver, attorney or other person appointed by the Mortgagee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Mortgagee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

13. Continuing Security

13.1 This Charge shall be a continuing security to the Mortgagee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Mortgagee may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

13.2 Section 93 of the Law Property Act 1925 shall not apply to this Charge.

14. Notices

14.1 Any notice or demand by the Mortgagee may be sent by post or telex or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the

Mortgagee or if the Mortgagor is a company may be served personally on any director or the secretary of the Mortgagor.

- 14.2 A notice or demand by the Mortgagee by post shall be deemed served on the day after posting.
- 14.3 A notice or demand by the Mortgagee by telex shall be deemed served at the time of sending.

15. Miscellaneous

- 15.1 The Mortgagee shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the Mortgagee shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.
- 15.2 No delay or omission on the part of the Mortgagee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 15.3 The Mortgagee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Mortgagee deems expedient.
- 15.4 Any waiver by the Mortgagee of any terms of this Charge or any consent or approval given by the Mortgagee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 15.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 15.6 Any certificate or determination of the Mortgagee as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

16. Law and Jurisdiction

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

17. Registered Land

The Mortgagor hereby applies to the Land Registry for a restriction in the following terms (being Form P prescribed by Schedule 4 of the Land Registration Rules 2003) to be entered on the register of the Mortgagor's title to the Property:

"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 charge dated the day of 2020 in favour of T.Forsell & Son (Properties) Limited or if appropriate signed on such proprietors behalf by its solicitors Buckles Solicitors LLP of Grant House 101 Bourges Boulevard Peterborough PE1 1NG"

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

THE SCHEDULE

The Property

All that freehold property known as 4 Cartwright Court, Cartwright Way, Coalville Leicestershire LE67 1VE which is registered at HM Land Registry under freehold title LT388536

EXECUTED as a DEED by GEOFF SMITH)
ASSOCIATES LIMITED)
acting by it's Director -----)
in the presence of:-)

witness signature:

name (BLOCK LETTERS):

address:

EXECUTED as a DEED by T.FORSELL)
& SON (PROPERTIES) LIMITED)
acting by it's Director ADRIAN FRANCIS)
ROGER FORSELL in the presence of:-)

A Forsell.

witness signature:

M Coates

name (BLOCK LETTERS): MICHAEL ADRIAN COATES.

address: THE HAMLOFT
MANOR FARM LANE
ESSENDINE
RUTLAND PE9 4LA.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3342175

Charge code: 0334 217 5 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2020 and created by GEOFF SMITH ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2021 .

Given at Companies House, Cardiff on 29th January 2021



Companies House



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