

MR01

Particulars of a charge

024808/B

Oyez

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

You can use the 'e-charge' service to file this form online
Please go to www.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02

THURSDAY



A36 *A2BFVDGG*
27/06/2013 #317
COMPANIES HOUSE

base

gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number 03610178

Company name in full POUNDHOUSE PROPERTIES LIMITED

112

For official use

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 24/06/2013

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 Cambridge & Counties Bank 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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

All legal interest in the leasehold land being land at the junction of North Road and Frank Street Preston which is registered at Land Registry under Title No LAN76986

5

Fixed charge or fixed security

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

☒ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Hunt & Lombard

X

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

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Particulars of a charge



Presenter information

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

Contact name

Andrew Whitehead

Company name

Hunt & Coombs Solicitors

Address

68a High Street

Post town

Huntingdon

County/Region

Cambs

Postcode

P E 2 9 3 D N

Country

DX

Huntingdon - DX 80906

Telephone

01480 411224



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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

DX



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3610178

Charge code: 0361 0178 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2013 and created by POUNDHOUSE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2013.

Given at Companies House, Cardiff on 28th June 2013



Date 24th June 2013

TO
CAMBRIDGE & COUNTIES BANK LIMITED

LEGAL CHARGE

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Hunt & Coombs

hc solicitors LLP

68a High Street, Huntingdon, PE29 3DN

26th June 2013

**Hunt & Coombs
Solicitors**

68a High Street
Huntingdon
PE29 3DN

Telephone 01480 411224
Facsimile 01733 552748
Web site www.hcsolicitors.co.uk

REF WHA/JM/81438 1

THIS LEGAL CHARGE is made on 24th June

2013

BETWEEN

- (1) **POUNDHOUSE PROPERTIES LIMITED** (Company number 03610178) whose registered office is situate at 46 Crescent West Barnet Hertfordshire EN4 0EJ ("the Mortgagor")
- (2) **CAMBRIDGE & COUNTIES BANK LIMITED** (Company number 7972522) whose registered office is at 42 Castle Street, Cambridge CB3 0AJ ('the Bank')

NOW THIS DEED WITNESSES as follows

1 Definitions

In this charge, unless the context otherwise requires

- 1 1 'the Act' means the Law of Property Act 1925
- 1 2 'the Property' (subject to clause 3 2) means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to 'the Property' include any part of it
- 1 2 "the Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter 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
- 1 3 'the Secured Sums' means the Facility (as defined in the loan agreement dated 24th June 2013 and made between the Mortgagor and the Bank) and all money and liabilities for the time being due, owing or incurred to the Bank by the Mortgagor, whether actually or contingently, solely or jointly with any other person, or as principal or surety or by way of indemnity, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Bank may in the course of its business charge for keeping the Mortgagor's account and further advances of money or in respect of any of the matters specified above 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, and
- 1 4 the expression 'the Mortgagor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Bank', where the context so admits, includes its successors in title and assigns and where there is more than one party comprised in the Mortgagor means each of them individually and jointly

2 Covenant to pay

The Mortgagor covenants with the Bank that as and when the Secured Sums or any part of them are due for payment (and in the absence of any specified date for payment on demand) the Mortgagor shall pay the Secured Sums, or as the case may be the part of them due to be paid, to the Bank

3 Charge

3 1 The Mortgagor with full title guarantee

3 1 1 charges the Property by way of legal mortgage as a continuing security to the Bank with the payment of all money covenanted to be paid by the Mortgagor under this charge

3 1 2 assigns all their right title estate and interest in the Rental Income and the benefit of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons

3 2 If the Mortgagor is a company incorporated under the Companies Act 1985 or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 the Mortgagor also charges by way of floating security all movable plant, machinery, implements, building, materials, furniture and equipment now or from time to time placed on or used in or about the Property with the payment of all money covenanted to be paid by the Mortgagor under this charge and the definition of 'the Property' shall be construed accordingly

4 Covenants by Mortgagor

The Mortgagor covenants with the Bank to observe and perform the restrictions and obligations set out below and where required by the Bank to produce evidence of compliance to the Bank

4 1 Repair

The Mortgagor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed

4 2 Payment of outgoings

The Mortgagor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments

4 3 Bank's right of inspection

The Mortgagor must permit the Bank or its agent or surveyor at reasonable times and on reasonable notice to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same and undertake valuations

4 4 Not to alter buildings etc

The Mortgagor must not, without the previous consent in writing of the Bank or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Bank in writing, make any alterations to

any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings or allow any change of use

4 5 Observance of covenants and compliance with notices

4 5 1 The Mortgagor must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Mortgagor, and enforce observance and performance of the landlord's covenants in any such lease

4 5 2 If the Mortgagor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Mortgagor must give immediate notice in writing to the Bank and at the request of the Bank at the expense of the Mortgagor must take such steps as the Bank may require

4 6 Insurance

— The Mortgagor must insure such of the Property as is of an insurable nature and keep them insured, in the joint names of the Mortgagor and the Bank or with the interest of the Bank endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Bank, and if so required must produce to the Bank every such policy of insurance and the receipt for the latest premium payable under it

4 7 Proceeds from insurance claims

The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Bank or, if it is paid to the Mortgagor, must hold all money received on trust for the Bank to be applied in making good the loss or damage in respect of which the money is received or, if the Bank so requires, in or towards the discharge of the Secured Sums

4 8 Observance of terms of conveyances etc

The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Mortgagor

4 9 Observance of Acts of Parliament

4 9 1 The Mortgagor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time

4 9 2 On becoming aware of any notice or proposal that may affect the Property the Mortgagor must immediately inform the Bank and if the Bank requires the Mortgagor must take all steps required to comply with the said notice or proposal or make objections or representations

4 10 **Creation of other mortgages etc**

The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security

4 11 **Sale etc of Mortgaged Premises**

The Mortgagor must not sell or lease or create any licence or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it

4 12 **Perfection of security**

The Mortgagor must execute and do all such assurances and things as the Bank may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Bank may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Bank or any receiver appointed by it

4 13 **Payment of costs etc**

The Mortgagor must pay on demand, on the footing of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Bank or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver

5 Statutory powers

5 1 The statutory powers conferred upon the Bank as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge

5 2 The Mortgagor shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Bank previously obtained but the Bank shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable

5 3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security

6 Enforcement of security

6 1 **Powers to be exercisable without restrictions**

Section 103 of the Act shall not apply to this security and

- 6 1 1 if the Mortgagor shall fail to make payment of the Secured Sums or any instalment of them as and when they become due or
- 6 1 2 in the event of other breach of the covenants and conditions on the Mortgagor's part contained in this charge, or
- 6 1 3 if steps are taken in relation to the Mortgagor or any party comprised in the Mortgagor relating to bankruptcy liquidation administration receivership winding up (save with the prior written consent of the Bank for the purpose of amalgamation or reconstruction) dissolution or if an arrangement or composition is made with creditors or if the Mortgagor is struck off from the register of Companies or a receiver is appointed in respect of the Property or the whole or any part of the property and assets of the Mortgagor
- 6 1 4 if there is any other occurrence that could adversely affect the security given by this charge this security shall become enforceable and the powers conferred upon the Bank by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property
- 6 2 Appointment of receiver**
- 6 2 1 At any time after this security has become enforceable or if at any time the Property appears to the Bank to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Bank may by writing under the hand of any officer of the Bank and without notice to the Mortgagor
- 6 2 1 1 appoint any person, whether an officer of the Bank or not, to be a receiver of the Property or any part of it, and
- 6 2 1 2 remove any such receiver, whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed
- 6 2 2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- 6 2 3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned to
- 6 2 3 1 take possession of, collect and get in the Property,
- 6 2 3 2 repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
- 6 2 3 3 dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or

surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise,

6 2 3 4 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,

6 2 3 5 make any arrangement or compromise in respect of the rights of the Mortgagor,

6 2 3 6 appoint employ or dismiss managers, officers, contractors or agents,

6 2 3 7 raise or borrow money, from the Bank or otherwise, upon the security of the Property,

6 2 3 8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,

6 2 3 9 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and

6 2 3 10 do anything in relation to the Property that he could do if he were absolutely entitled to it

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Bank and shall not be responsible, nor shall the Bank be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration

6.3 Exercise of receiver's powers by the Bank

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Bank may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise

6.4 Sale of mortgaged premises

Where the Property is sold by the Bank or any receiver appointed by the Bank it may be sold either

6 4 1 together or in parcels,

6 4 2 by public auction or private contract, and

6 4 3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance

The Bank or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Bank or receiver considers expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Bank has an interest and may be in consideration of shares or securities in that company or any

other company, and may be for such consideration as the Bank or the receiver as the case may be considers sufficient

7 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority

7 1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,

7 2 in payment of the interest remaining unpaid, and

7 3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled. If the Bank so determines payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay

8 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Bank and any person nominated for the purpose by the Bank in writing under hand by an officer of the Bank, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor and in their name and on their behalf and as their act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing they ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Bank to ratify and confirm all acts or things made, done or executed by the attorney

9 Liability of bank or receiver

Neither the Bank nor any receiver appointed by the Bank shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

10 Persons dealing with Bank or receiver

No person dealing with the Bank or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to

- 10 1 whether this security has become enforceable,
10 2 whether any power exercised or purported to be exercised by it or him has become
exercisable,
10 3 the propriety or purpose of the exercise of any power under this charge,
10 4 whether any money remains due on the security of this charge, or
10 5 the necessity or expediency of the stipulations and conditions subject to which any
disposition shall be made

The receipt of the Bank or any receiver or its or his attorney or agent for any money
shall effectually discharge the person paying the same from such matters and from
being concerned to see to the application or being answerable for the loss or
misapplication of such money

11 Continuing security

- 11 1 This security shall be a continuing security to the Bank and shall not be considered as
satisfied or discharged by any intermediate payment of the whole or part of the Secured
Sums and shall be in addition and without prejudice to or affect any other mortgages,
charges, securities, liens, remedies or guarantees whatsoever that may now or at any
time subsequently be held for or in respect of the Secured Sums

- 11 2 The Bank may on receiving notice that the Mortgagor has encumbered the Property
close any account with the Mortgagor and open a new account, and without prejudice to
any right of the Bank to combine accounts no money paid in or carried to the
Mortgagor's credit in the new account shall be appropriated towards or have the effect
of discharging any part of the amount due to the Bank on any closed account

- 11 3 If the Bank does not open a new account or accounts immediately on receipt of such a
notice it shall nevertheless be treated as if it had done so at the time when it received
the notice, and as from that time all payments made by the Mortgagor shall be credited
or be treated as having been credited to the new account or accounts and shall not
operate to reduce the amount due from the Mortgagor to the Bank at the time when it
received the notice

12 Default by Mortgagor

Without prejudice to any other rights and remedies of the Bank and whether or not the
Secured Sums have become due, if default is at any time made by the Mortgagor in the
performance of all or any of the covenants contained in this charge it shall be lawful, but
not obligatory, for the Bank to perform them or to settle, liquidate or compound or
contest any claim made against the Mortgagor and to pay all costs, expenses and
damages occasioned as a result, with power in the case of the failure to repair buildings
or to carry out any works or do any things in accordance with the covenants and
obligations contained above to enter upon the Property without being deemed to be
mortgagee in possession by reason of such entry

13 Indulgence

The Bank may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Bank under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person

14 Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Bank and may be served on the Mortgagor either personally or by post or email. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Bank (or at its registered office in the case of a company) or at an email address provided by the Mortgagor to the Bank, and a demand or notice so addressed and posted or sent by email shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor.

15 Representation and warranty

The Mortgagor represents and warrants to the Bank that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Mortgagor.

16 Severance

If any clause or part of a clause within this charge is at any time invalid or unenforceable for any reason then the remainder of this charge will remain valid.

17 Disclosure

The Mortgagor consents to the disclosure by the Bank of any information about it or this Legal Charge and the Property and the Secured Sums to any insurer of the Property or any person to whom disclosure is required by law or to any third party who has or intends to enter into any contractual arrangements relating to the Legal Charge or the Property or the Secured Sums or who assumes any rights in relation to them and any of their advisers.

18 Transfer of Rights

The Bank may at any time transfer all or any of its rights under this Legal Charge and in relation to the Secured Sums to any third party and in this event the Mortgagors existing rights in relation to the same will remain unaffected but its obligations will be owed to the third party instead of the Bank and the Bank will be released from its obligations to the Mortgagor insofar as the third party has assumed the Bank's obligations. If required to do so the Mortgagor will at the expense of the Bank enter into any documentation required to effect any transfer of rights. The Mortgagor may not transfer its rights under this Legal Charge or in relation to the Secured Sums.

19 Restriction

The Mortgagor applies to the Chief Land Registrar for a restriction to be entered on the registers of title to the Property that "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 24th June 2013 in favour of Cambridge & Counties Bank Limited referred to in the charges register "

IN WITNESS whereof this charge has been duly executed and unconditionally delivered as a deed by the Mortgagor on the date first above written

SCHEDULE

The Property

The leasehold land being land at the junction of North Road and Frank Street Preston which is registered at the Land Registry under title number LAN76986

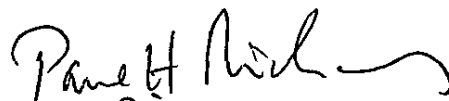

or

EXECUTED as a DEED by

Acting by two of its directors or

One director and its secretary

Director

Director/Secretary

