

in accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Companies House



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Please see 'How to pay' or

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20/08/2020

#214

COMPANIES HOUSE

☒ **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 MR0

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 4 2 7 3 7 4 3

Company name in full CFC 2001 LTD

7 7 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 0 6 0 8 2 0 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 Derbyshire County Council

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

<b>4</b>	<b>Brief description</b>	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.	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".
Brief description	<div data-bbox="352 528 1118 640"> <i>Freehold land and all buildings and premises erected there on from time to time on the east side of Sheffield Road Whittington Moor Chesterfield Derbyshire and registered with freehold title under title no dy441534</i> </div>	Please limit the description to the available space.	
<b>5</b>	<b>Other charge or fixed security</b>	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	<p>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.</p> <p><input type="checkbox"/></p>	① This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b>	<p>Please sign the form here.</p> <p>Signature</p> <p><b>X</b> <i>[Signature]</i> <b>X</b></p> <p><i>Solicitor at Derbyshire County Council</i></p> <p>This form must be signed by a person with an interest in the charge.</p>	

# MRO1

## 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 **Legal Services/NK/BT**

Company name **Derbyshire County Council**

Address **County Hall**

Post town **Matlock**

County/Region **Derbyshire**

Postcode **D E 4 3 A G**

Country **United Kingdom**

DX

Telephone



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



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

Company number: 4273743

Charge code: 0427 3743 0077

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2020 and created by CFC 2001 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2020.

8

Given at Companies House, Cardiff on 1st September 2020



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made the

6<sup>th</sup>

day of

August

2020

B E T W E E N

- (1) CFC 2001 LIMITED the registered office of which is at The Technique Stadium, 1866 Sheffield Road, Chesterfield, Derbyshire, England, S41 8NZ (company registration number of which is 4273743) ('the Club) and
- (2) DERBYSHIRE COUNTY COUNCIL of County Hall, Matlock, Derbyshire DE4 3AG ('the Lender')

#### BACKGROUND

- (A) The Lender has agreed pursuant to the Facility Agreement to provide the Chesterfield FC Community Trust Company No 06903318 (**Borrower**) with loan facilities on a secured basis
- (B) The Club is the owner of the Premises
- (C) This legal mortgage provides security which the Club has agreed to give the Lender for the loan facilities

#### 1. Definitions and interpretation

In this charge (unless the context otherwise requires):

- 1.1 the Act means the Law of Property Act 1925;
- 1.2 the Secured Sums: FIVE HUNDRED THOUSAND POUNDS (£500,000):
- 1.3 the Club: where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Lender', where the context so admits, includes its successors in title and assigns.
- 1.4 Business Day: a day (other than a Saturday or Sunday) on which banks are open for general business in London
- 1.5 Charged Premises: means the Premises
- 1.6 Costs: all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver may charge or incur in relation to this legal mortgage or breach of any provision of this legal mortgage by the Club
- 1.7 Event of Default: means any event referred to in clause 3.1 of the Facility Agreement

I certify that this is a  
true copy of the original  
document 19.8.20  
SOLICITOR 298855

- 1.8 Facility Agreement: the facility agreement dated *6<sup>th</sup> August* 2020 between the Borrower and the Lender for the provision of the loan facilities secured by this legal mortgage
- 1.9 the Premises: means the freehold premises owned by the Club referred to in the schedule.
- 1.10 Receiver: a receiver and/or manager of the Charged Premises
- 1.11 Secured Liabilities: all present and future monies, obligations and liabilities owed by the Club to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement or this legal mortgage together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities
- 1.12 Security Period: the period starting on the date of this legal mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding
- 1.13 VAT: value added tax
- 1.14 Deed of Priority: The deed dated *6<sup>th</sup> August 2020* made between Chesterfield Borough Council (1) Derbyshire County Council (2) and (3) the Club a certified copy of which is annexed to this Legal Charge

## 2. Interpretation

- 2.1 In this legal mortgage unless the context requires otherwise:
- a) A reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this legal mortgage
  - b) A reference to one gender includes a reference to the other gender
  - c) Words in the singular include the plural and in the plural include the singular
  - d) A reference to a clause or Schedule is to a clause of, or Schedule to, this legal mortgage and references to paragraphs are to paragraphs of the relevant Schedule
  - e) A reference to this legal mortgage (or any specified provision of it) or any other document shall be construed as a reference to this legal mortgage, that

provision or that document as in force for the time being and as amended from time to time

- f) A reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of a person
- g) A reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly)
- h) A reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description
- i) A reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation
- j) A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- k) Clause, schedule and paragraph headings shall not affect the interpretation of this legal mortgage

2.2 A reference in this legal mortgage to a charge or mortgage of or over the Premises includes:-

- a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Premises at any time
- b) the proceeds of sale of any part of the Premises and any other monies paid or payable in respect of or in connection with the Premises
- c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Club in respect of the Premises and any monies paid or payable in respect of those covenants and
- d) all rights under any licence, agreement for sale or agreement for lease in respect of the Premises

### 3. Legal Charge

3.1 The Club, with full title guarantee, charges the Premises to the Lender by way of legal mortgage as a continuing security for payment of the Secured Liabilities.

3.2 The Club also charges all movable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used

in or about the Premises by way of floating security for payment the Secured Liabilities.

#### 4. Club's Covenants

The Club covenants with the Lender to observe and perform the restrictions and obligations set out below:

##### 4.1 Payment of Secured Sums

That as and when the Secured Liabilities or any part of them are due for payment the Club will pay the Secured Liabilities or the part of them due to be paid to the Lender

##### 4.2 Outgoings

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

##### 4.3 Lender's right of inspection

The Club must permit the Lender to enter upon all buildings, erections or structures forming part of the Premises (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 them.

##### 4.4 Not to alter buildings

The Club must not make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part of the Premises or put up or erect any new buildings without the previous consent in writing of the Lender, or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing such consent and approval not to be unreasonably withheld or delayed.

##### 4.5 Insurance

The Club must insure, and keep insured, such of the Premises as are of an insurable nature, against loss or damage, to their full insurable value, in a manner approved by the Lender. If so required, the Club must deliver to the Lender every such policy of insurance and the receipt for the latest premium payable under the policy

##### 4.6 Proceeds from insurance claims



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

#### 4.7 Compliance with covenants and restrictions

The Club will during the continuance of this security perform and observe all the covenants and restrictions as to building on or use of the Property or any part of it contained in the registers to title no DY 441534 or are otherwise validly in force in respect of the Property, and will keep the Lender indemnified against all proceedings, claims, costs and expenses on account of any breach of those covenants or restrictions. Any damages, costs and expenses incurred by the Lender in relation to any such breach shall be subject to the provisions of clause 4.13

#### 4.8 Compliance with Acts of Parliament

The Club must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Premises or any development or the use of them for any purpose or the employment of persons in the Premises, and must execute all works and provide and maintain all arrangements which are or may be recommended, directed or required to be executed, provided or maintained at any time by any authorised person, authority or body

#### 4.9 Not to sell the Premises

The Club must not sell or dispose of the Premises, or any estate or interest in them, or share or part with possession or occupation of them without the previous consent in writing of the Lender such consent not to be unreasonably withheld or delayed.

#### 4.10 Perfecting security

##### 4.10.1 The Club consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated

6<sup>th</sup> August 2020 in favour of Derbyshire County Council referred to in the charges register or their conveyancer"

4.10.2 In accordance with the above restriction the Lender hereby consents to the registration of a charge of even date with this charge in favour of Derbyshire County Council in the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000)

#### 4.11 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Club's title to the Property, the Club shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this legal mortgage, the Club shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

#### 4.12 Further Assurance

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

#### 4.13 Costs

The Club shall pay to, or reimburse, the Lender and any Receiver on demand all reasonable and proper Costs incurred by the Lender, any Receiver or Delegate in relation to:

- a) this legal mortgage or the Charged Premises
- b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this legal mortgage; and suing for, or recovering, any of the Secured Liabilities, (including, without limitation, the Costs of any proceedings in relation to this legal mortgage or the Secured Liabilities), together with interest from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the the Club) at the rate and in the manner specified in the Facility Agreement. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made

5. Statutory powers

- 5.1 The statutory powers conferred on the Lender 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 Club must 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 Lender previously obtained, *but the Lender may 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 that is contained in section 93 of the Act shall not apply to this security.

6. When security becomes enforceable

- 6.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 6.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times in the manner and on the terms that it thinks fit, and take *possession of and hold or dispose of all or any part of the Charged Premises.*

7. Enforcement of security

- 7.1 For the purposes of all powers implied by statute the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 7.2 The power of sale and other powers conferred by Section 101 of the Act (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 6.1.
- 7.3 Section 103 of the Act does not apply to the security constituted by this deed.

8 Appointment of Receiver

- 8.1 At any time after this security has become enforceable or if at any time the Premises appear to the Lender to be in danger of being taken in execution by any creditor of the Club or to be otherwise in jeopardy, the Lender may by writing under the hand of any officer of the Lender and without notice to the Club:
- (a) appoint any person to be a Receiver of the Premises or any part of them and

- (b) 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.

8.2 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.

8.3 Any Receiver so appointed shall, in addition to the powers conferred by the Act, 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 which may arise or be occasioned, have power at his discretion:-

- (a) to take possession of collect and get in the Premises or any part of them;
- (b) to repair, insure, protect, improve, enlarge, develop, build, reconstruct or replace the Premises or any part of them, or to acquire by purchase lease or otherwise any further Premises assets or rights;
- (c) to dispose, or concur in disposing, of or let or concur in letting the Premises or any part of them, surrender or accept surrenders of any lease or concur in surrendering or accepting surrenders of any lease of the Premises or any part of them, and in particular (but without prejudice to the generality of the above) to 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 Club or otherwise;
- (d) to exercise all the powers conferred on the Club by any statute, deed or contract in respect of any part of the Premises;
- (e) to make any arrangement or compromise in respect of the rights of the Club;
- (f) to appoint, employ or dismiss managers, officers, contractors or agents;
- (g) to raise or borrow money on the security of the Premises, from the Bank or otherwise;
- (h) to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him;
- (i) to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers; and

to do anything in relation to the Premises that he could do if he were absolutely entitled to them; and

to execute deeds and other instruments necessary to give effect to the exercise of his other powers under this clause in the name and on behalf of the Club.

- 8.4 A receiver appointed under this security shall be deemed to be the agent of the Club, and the Club alone shall be responsible for his acts and defaults and his remuneration.

- 8.5 Exercise of receiver's powers by the Lender

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

- 8.6 Sale of the Premises

Where the Premises or any part of them are sold by the Lender or any receiver appointed by it they may be sold:

- 8.6.1 together or in parcels;
- 8.6.2 by public auction or private contract; and
- 8.6.3 for a lump sum, a sum payable by instalments, or a sum on account and a mortgage or charge for the balance.

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

9. Assignment by the Club

The Club may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person without the Lender's prior written consent.

10. Money arising on enforcement of security

- 10.1 Subject to clause 10.2, 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:

10.1.1 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 Premises including the remuneration of any receiver;

10.1.2 in payment of the interest remaining unpaid; and

10.1.3 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.

10.2 If the Lender so determines, payments may be made on account of the principal money, premiums or other sums comprised in the Secured Liabilities before the interest or the whole of the interest on the Secured Liabilities has been paid, but this alteration in the order of payment shall not prejudice the right of the Club to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed, or any less amount which the sum ultimately realised from the security may be sufficient to pay.

#### 11. Power of attorney

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

#### 12. Liability of the Lender or receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of the Lender or any such receiver entering into possession of the Premises or any part of them 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.

#### 13. Persons dealing with the Lender or receiver

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

13.1 whether this security has become enforceable,

- 13.2 whether any power exercised or purported to be exercised by the Lender or a receiver has become exercisable,
- 13.3 as to the propriety, regularity or purpose of the exercise of any power under this charge,
- 13.4 whether any money remains due on the security of this charge, or
- 13.5 as to the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Lender, any receiver, or its or his attorney or agent for any money shall effectually discharge the payer from such matters and from being concerned to see to the application, or being answerable for the loss or misapplication of, the money.

14. Continuing security

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

15. Default by the Club

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Liabilities have become due, if default is at any time made by the Club in the performance of all or any of the covenants contained in this charge it shall be lawful but not obligatory for the Lender to perform them or to settle, liquidate, compound or contest any claim made against the Club and to pay all costs, expenses and damages occasioned as a result and with power, in the case of 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 Premises without being deemed to be a mortgagee in possession by reason of such entry.

16. Indulgence

The Lender may at any time or times without discharging or in any way prejudicing this security or any remedy of the Lender under this charge:-

- 16.1 grant to the Club or to any other person time or indulgence or further loans or advances;
- 16.2 enter into any arrangement or variation of rights; or

- 16.3 abstain from perfecting or enforcing any remedies securities guarantees or rights that it may now or subsequently have from or against the Club or any other person

17. Demands and notices

- 17.1 A demand or notice under this charge shall be made in writing, signed by an officer of the Lender, and may be served on the Club either personally or by post notice given under this legal mortgage shall not be validly served if sent by e-mail.

- 17.2 A demand or notice by post may be addressed to the Club at his address or place of business last known to the Lender (or at its registered office in the case of a company).

- 17.3 A demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered

18. Representation and warranty

The Club represents and warrants to the Lender 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

19. Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this legal mortgage

20. Third party rights

A third party (being any person other than the the Club, the Lender and its permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this legal mortgage

21. Governing law and jurisdiction

21.1 Governing law

This legal mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales



## 21.2 Jurisdiction

The parties to this legal mortgage irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal mortgage or its subject matter or formation (including non-contractual disputes or claims)

IN WITNESS whereof the Club has executed this Charge as a Deed on the day first above written

### SCHEDULE

#### The Premises

The Freehold land and all buildings and premises erected thereon from time to time on the east side of Sheffield Road Whittington Moor Chesterfield Derbyshire and registered with freehold title under title no DY 441534

EXECUTED AS A DEED  
BY AFFIXING THE COMMON SEAL OF )  
DERBYSHIRE COUNTY COUNCIL  
in the presence of: )

.....  
Signature

.....  
Position of Signatory

EXECUTED AS A DEED by )  
CFC 2001 LIMITED acting by )

Director *MW C. Adair*

Director/Secretary *[Signature]*