

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



You must enclose a certified copy of the instrument with this form  
It must be scanned and placed on the public record

WEDNESDAY



\*A2CAMWHN\*

A21

10/07/2013

#304

COMPANIES HOUSE

**1 Company details**

Company number ☒ 0 8 0 5 0 7 0 1

Company name in full ☒ BRITISH FLUORSPAR LIMITED

**2** 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 ☒ 0 9 / 0 7 / 2 0 1 3

**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 ☒ PEAK DISTRICT NATIONAL PARK AUTHORITY

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

The freehold property known as Longstone Moor Farm, Longstone Edge, Stoney Middleton, Derbyshire shown edged with red on the plan attached to the Legal Charge being part of the land comprised in the title registered at HM Land Registry under title number DY355942

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 <sup>1</sup>

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X L Taylor  
LOUCKIA TAYLOR Assistant Solicitor X  
On behalf of Peak District National Park Authority

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

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**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 **L Taylor**

Company name **Peak District National Park Authority**

Address **Aldern House**

**Baslow Road**

Post town **Bakewell**

County/Region **Derbyshire**

Postcode **D E 4 5 1 A E**

Country **England**

DX

Telephone **01629 816250**



**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](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 8050701

Charge code: 0805 0701 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2013 and created by BRITISH FLUORSPAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2013

*Post*

Given at Companies House, Cardiff on 16th July 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 9th July 2013

BRITISH FLUORSPAR LIMITED

and

PEAK DISTRICT NATIONAL PARK AUTHORITY

LEGAL CHARGE

Longstone Moor Farm Longstone Edge Stoney Middleton Derbyshire

**BLACKS**  
SOLICITORS

I hereby certify that this is a  
true copy of the original

*W Taylor*

Solicitor

Peak District National Park Authority  
Aldern House  
Baslow Road  
Bakewell, Derbyshire

THIS LEGAL CHARGE is dated

9th July

2013

and made BETWEEN

- (1) **BRITISH FLUORSPAR LIMITED** Company No 08050701 of Cavendish Mill Stoney Middleton Hope Valley Derbyshire S32 4TH (the '**Mortgagor**') and
- (2) **PEAK DISTRICT NATIONAL PARK AUTHORITY** of Aldern House Baslow Road Bakewell Derbyshire DE45 1AE (the '**Mortgagee**')

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

#### 1.1 Definitions

In this Charge

**Agreement** means an agreement dated 21<sup>st</sup> June 2010 made between (1) the Mortgagee (2) L A Gregory, D Gregory, P C Gregory, and L P Gregory (3) Slinter Mining Company Limited and (4) Glebe Mines Limited,

**Bond** means a bond for the Bonded Amounts of even date herewith made between (1) the Mortgagor (2) Intesa San Paolo SPA and (3) the Mortgagee

**Bonded Amount** means £100,000 (one hundred thousand pounds)

**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,

**Encumbrance** means any mortgage, charge (whether fixed or floating, legal or equitable), 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,

**Environment** means the natural and man-made environment including all or any of the following media, namely, air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,

**Environmental Law** means all applicable laws, statutes regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment,

**Environmental Licence** means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Property,

**Expenses** means all interest, commission, fees and legal and other costs, charges, expenses, taxes and liabilities of any kind which the Mortgagee or any Receiver may charge or incur in relation to the Mortgagor, the Secured Liabilities or this Charge in relation to the 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,

**Full Title Guarantee** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,

**Interest Rate.** 4% above the base rate of Barclays Bank PLC from time to time

**Limited Title Guarantee** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

**Property** means the freehold property referred to in Schedule 1 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 and which is charged to the Mortgagee by this Charge

**Secured Liabilities** means all monies up to the Bonded Amount which may be due owing or incurred by the Mortgagor to the Mortgagee under the Agreement in respect of restoration works required by the Agreement

and the related planning permission reference NP/DD/0208/0104 together with any Expenses incurred and any interest accruing in respect of such monies or liabilities

**Tenancy Agreement** means the tenancy of the Property (together with other property) the terms of which are recorded in an agreement dated 30<sup>th</sup> November 1999 between (1) Laporte Industries Limited and (2) Mr W F Wood and which has been assigned to Linda Wood

## **2. INTERPRETATION**

In this Charge

- 2 1 The expressions **Mortgagor** and **Mortgagee** where the context admits, include their respective successors in title and assigns,
- 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,
- 2 3 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge,
- 2 4 Words importing the singular are to include the plural and vice versa
- 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 6 Nature of security

A reference in this deed to a charge or mortgage of or over the Property includes

- (a) all buildings and fixtures and fittings (including fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time,
  - (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
  - (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Property 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 Property
- 2 7 Third party rights

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

- 2 8 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

- 2 9 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed  
Any reference to this deed includes the Schedules

### **3 COVENANT TO PAY**

The Mortgagor covenants to pay and discharge to the Mortgagee the Secured Liabilities when due

### **4 SECURITY**

- 4 1 The Mortgagor charges the Property by way of second legal mortgage to the Mortgagee with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities
- 4 2 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 Property and give all notices, orders and directions which the Mortgagee may require for perfecting or protecting this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Mortgagee
- 4 3 If any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Mortgagee with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as the Mortgagee may require to ensure that the notice, as applicable, is withdrawn or cancelled

### **5. RESTRICTIONS**

- 5 1 The Mortgagor shall not without the prior written consent of the Mortgagee
- 5 1 1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof,
- 5 1 2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Property or agree to do any of the foregoing,
- 5 1 3 create or grant any interest in the Property in favour of a third party or agree to do any of the foregoing,
- 5 1 4 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 Provided always that the Mortgagee acknowledges that the Property is subject to the Tenancy Agreement
- 5 2 The Mortgagor may not assign or transfer any of their obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person

### **6 COVENANTS BY THE MORTGAGOR**

- 6 1 The Mortgagor covenants with the Mortgagee at all times during the continuance of this security in the terms set out in Schedule 2

#### **6 2 Failure to Comply**

If the Mortgagor shall fail to comply with any of its obligations in this deed then the Mortgagee shall be entitled (but not obliged) to remedy such a breach at any time after giving to the Mortgagor prior written notice of such breach specifying a reasonable time for such breach to be remedied and after such specified period has expired without such breach having been made good. The Mortgagor irrevocably authorises the Mortgagee and its agents to do all such things as are necessary or desirable to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession. Such steps shall include entering upon the Property and carrying out repairs, other works or development or insuring the Property. The moneys reasonably and properly expended by the Mortgagee shall be reimbursed by the Mortgagor on demand on a full indemnity basis, and until so reimbursed, shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Property

- 6 3 The exercise of the rights by the Mortgagee referred to in clause 6 2 are without prejudice to any other rights of the Mortgagee under this deed

## **7 ENFORCEMENT**

Section 103 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 and be exercisable at any time after the execution of this Charge, without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise, but the Mortgagee shall not exercise such power of sale or the power to appoint a Receiver until the security constituted by this deed has become enforceable, namely on the occurrence of one or more of the following events

- 7 1 the Secured Liabilities become due have been demanded and have not been discharged,
- 7 2 the Mortgagor fails to comply with any term, condition, covenant or provision of or to perform any of its obligations or liabilities under this Charge and (a) such provision obligation or covenant is material in nature and (b) such failure to comply materially prejudices the security hereby affixed to the Mortgagee and (c) the Mortgagor has given prior written notice to the Mortgagee of the failure to comply or breach specifying a reasonable time for such failure or breach to be remedied and the Mortgagee has failed to remedy such failure or breach within the specified period,
- 7 3 the Mortgagor fails to secure the provision of suitable bonds in accordance with the Agreement,
- 7 4 any surety under the Bond or any other bonds provided under the Agreement fails to fulfil its obligations under the relevant bond,
- 7 5 any representation or warranty given by the Mortgagor to the Mortgagee is or becomes incorrect,
- 7 6 any judgement or order made against the Mortgagor by any court relating to the Property is not complied with within 14 days or such longer period as the judgement or order may permit ,
- 7 7 the Property becomes subject to any forfeiture or execution, distress, sequestration or other form of process,
- 7 8 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Property,
- 7 9 in the case of an individual
  - 7 9 1 the Mortgagor becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or
  - 7 9 2 a petition is presented for the bankruptcy of the Mortgagor, or
  - 7 9 3 the Mortgagor dies or becomes of unsound mind, or
- 7 10 in the case of a company or limited liability partnership
  - 7 10 1 the Mortgagor makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or
  - 7 10 2 the Mortgagor becomes subject to a notice of intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Mortgagor or any surety entering into administration, or
  - 7 10 3 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Mortgagor, or
  - 7 10 4 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Mortgagor (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Mortgagee)

After the security constituted by this deed has become enforceable the Mortgagee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property

**8 APPOINTMENT AND POWERS OF RECEIVER**

8 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 Property and where more than one Receiver is appointed they may be given power to act either jointly or severally. This power shall be in addition to all statutory and other powers of the Mortgagee under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

8 2 The Mortgagee may from time to time determine the remuneration of the Receiver (which remuneration shall be a debt secured by this deed and shall be due and payable immediately on its being paid by the Mortgagee) and may remove the Receiver and appoint another in his place.

8 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

8 3 1 to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property,

8 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,

8 3 3 to borrow moneys from the Mortgagee or others on the security of the Property for the purpose of exercising any of his powers,

8 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,

8 3 5 to sell, transfer, assign, lease or concur in selling, letting or leasing the 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,

8 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,

8 3 7 to make and effect all repairs and improvements,

8 3 8 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit,

8 3 9 to purchase materials, tools, equipment, goods or supplies,

8 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,

8 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

- 8 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

## **9 MORTGAGEE'S LIABILITY**

- 9 1 In no circumstances shall the Mortgagee be liable to account to the Mortgagor as mortgagee in possession or otherwise for any moneys not actually received by the Mortgagee

- 9 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 Property or from any act, default, omission or misconduct of the Mortgagee its officers, employees or agents in relation to the Property or in connection with this Charge

## **10 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 due or remain unpaid or undischarged or whether any power which it or he is purporting to exercise has become exercisable or is properly 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

## **11 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, agreement for lease or leases or accept surrenders of leases or grant any option 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 the Mortgagee's absolute discretion) shall think fit and without the need to comply with any of the restrictions imposed by sections 99 and 100 of the Law of Property Act 1925

## **12. MORTGAGEE'S RIGHTS**

- 12 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. The Mortgagee and any Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers

- 12 2 The Mortgagor agree that at any time after this Charge becomes enforceable 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

## **13 COSTS AND INDEMNITY**

- 13 1 All 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 the Interest Rate from the date on which the relevant cost arose to the date of reimbursement and be secured on the Property

- 13 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 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 Property and the Mortgagee and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Charge

**14 CONTINUING SECURITY**

14 1 This Charge shall be a continuing security to the Mortgagee which shall not be discharged, prejudiced or affected by any of the following

14 1 1 any settlement of account or intermediate payment, or

14 1 2 any variation, discharge or renewal of any right or remedy the Mortgagee has or may have against the Mortgagor, or

14 1 3 any act or omission by the Mortgagee in perfecting or enforcing the Charge or any waiver or concession to the Mortgagor, or

14 1 4 any insolvency, liquidation, administration, winding up, incapacity, change in the constitution or name of the Mortgagor, or

14 1 5 any 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 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 by the Mortgagee in writing

14 2 Section 93 of the Law Property Act 1925 shall not apply to this Charge

14 3 Any release, discharge or settlement between the Mortgagor and the Mortgagee shall be deemed conditional on no payment or security received by the Mortgagee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise Despite any such release, discharge or settlement

14 3 1 the Mortgagee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Mortgagee deems necessary to provide the Mortgagee with security against any such avoidance, reduction or order for refund, and

14 3 2 the Mortgagee may recover the value or amount of such security or payment from the Mortgagor subsequently as if such release, discharge or settlement had not occurred

**15 NOTICES**

15 1 Any notice or demand by the Mortgagee may be sent by post or fax or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the Mortgagee A notice or demand by the Mortgagee by post shall be deemed served on the day after posting

15 2 A notice or demand by the Mortgagee by fax shall be deemed served at the time of sending and the Mortgagee receives a transmission receipt confirming successful transmission

**16 MISCELLANEOUS**

16 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

- 16 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 or any act or course of conduct or negotiation by or on behalf of the Mortgagee preclude any other or further exercise under this Charge of that or any other right or remedy
- 16 3 The Mortgagee' 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 deem expedient
- 16 4 Any waiver or variation by the Mortgagee of any rights under or 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
- 16 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 or 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. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties

## **17 LAW AND JURISDICTION**

This Charge is governed by and shall be construed in accordance with English law. The parties to this deed 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 deed or its subject matter or formation (including non-contractual disputes or claims)

## **18. REGISTERED LAND**

- 18 1 The Mortgagor hereby consents to an application to the Chief Land Registrar for a restriction in the following terms 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 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

2013 in favour of Peak District National Park Authority referred to in the Charges Register

## **19 REPRESENTATIONS AND WARRANTIES**

- 19 1 Times for making representations and warranties

The Mortgagor makes the representations and warranties set out in this clause 19 to the Mortgagee on the date of this deed

- 19 2 Due incorporation

The Mortgagor

- 19 2 1 is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation, and

- 19 2 2 has the power to own its assets and carry on its business as it is being conducted

- 19 3 Powers

The Mortgagor has the power and authority to execute, deliver and perform its obligations under this deed. No limit on its powers will be exceeded as a result of the entry into of this deed

19 4 Non-contravention

The execution, delivery and performance of the obligations in, and transactions contemplated by, this deed do not and will not contravene or conflict with

- 19 4 1 the Mortgagor's constitutional documents,
- 19 4 2 any agreement or instrument binding on the Mortgagor or its assets, or
- 19 4 3 any law or regulation or judicial or official order applicable to it

19 5 Authorisations

The Mortgagor has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this deed. Any such authorisations are in full force and effect.

19 6 Binding obligations

- 19 6 1 the Mortgagor's obligations under this deed are legal, valid, binding and enforceable, and
- 19 6 2 this deed creates
  - (a) a valid, legally binding and enforceable Charge securing the obligations expressed to be secured by it; and
  - (b) subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, a perfected legal charge over the assets referred to in this deed,

in favour of the Mortgagee, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) interests and rights of third parties, except those preferred by law.

19 7 Litigation

No litigation, arbitration or administrative proceedings are taking place, pending or, to the Mortgagor's knowledge, threatened against the Property.

19 8 Registration

Subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry and payment of registration fees to Companies House and the Land Registry, it is not necessary to file, record or enroll this deed with any court or other authority or pay any stamp, registration or similar tax in relation to this deed.

19 9 Ownership of Property

The Mortgagor is the legal and beneficial owner of the Property.

19 10 No Charges

The Property is free from any charges other than the Charge created by this deed.

19 11 No adverse claims

Save as disclosed in writing by the Mortgagor before the date of the Charge to the Mortgagee the Mortgagor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.

19 12 No breach of laws

There is no breach of any law or regulation, which materially and adversely affects the Property.

19 13 No interference in enjoyment

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use

19 14 No overriding interests

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

19 15 No prohibitions or breaches

There is no prohibition on the Mortgagor assigning its rights in any of the Property and the entry into of this deed by the Mortgagor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Mortgagor or its assets

19 16 Environmental compliance

The Mortgagor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences relating to the Property

19 17 Information for Valuations and Certificates of Title

19 17 1 All written information relating to the Property supplied by the Mortgagor or on its behalf to the Mortgagee was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given

19 17 2 The information referred to in clause 19 17 1 was, as at its date or as at the date (if any) on which it was stated to be given, complete and the Mortgagor did not omit to supply any information which, if disclosed, would adversely affect the value of the Property

19 17 3 Nothing has occurred since the date the information referred to in clause 19 17 1 was supplied and the date of this deed which would adversely affect the value of the Property

19 18 Avoidance of security

No Charge expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise

**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

**SCHEDULE 1**  
The Property

The freehold property known as Longstone Moor Farm Longstone Edge Stoney Middleton Derbyshire and shown edged with red on the attached plan being part of the land comprised in the title registered at HM Land registry under title number DY355942

**SCHEDULE 2**  
**Mortgagor's Covenants**

**1    No prejudice to security**

The Mortgagor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Mortgagee in a material way or materially diminish the value of any of the Property or the effectiveness of the security created by this deed

**2    Compliance with law and regulations**

The Mortgagor

2 1 shall not, without the Mortgagee's prior written consent, use or permit the Property to be used in any way contrary to law,

2 2 shall

- (a) comply with the requirements of any law and regulation relating to or affecting the Property or the use of it or any part of it,
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or its use or that are necessary to preserve, maintain or renew the Property, and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation

**3.   Enforcement of rights**

The Mortgagor shall use its best endeavours to

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Mortgagor and forming part of the Property of the covenants and other obligations imposed on such counterparty, and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Property that the Mortgagee may reasonably require from time to time

**4    Notice of breach**

The Mortgagor shall, promptly on becoming aware of any of the same, give the Mortgagee notice in writing of

- (a) any representation or warranty set out in this deed which is incorrect or misleading in any material respect when made or deemed to be repeated, and
- (b) any breach of covenant set out in this deed

**5    Repair**

The Mortgagor shall (or shall use its reasonable endeavours to procure that its tenant shall) keep all premises, and fixtures and fittings on the Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value

**6    Insurance**

- 6 1 The Mortgagor shall insure and keep insured the Property against the risks usually insured against in relation to a property of the type of the Property. Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Mortgagee and must be for not less than the replacement value of the Property (meaning in the case of any premises on the Property the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years.
- 6 2 The Mortgagor shall pay all premiums when due and do all other things necessary to keep the policy in full force and effect, and shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policy.
- 6 3 The Mortgagor shall produce to the Mortgagee copies of all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances when reasonably required.
- 6 4 The Mortgagor shall request the insurers to note the Mortgagee's interest upon the insurance policy, and that the terms of the policy require the insurer not to invalidate the policy as against the Mortgagee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Mortgagee.
- 6 5 The Mortgagor shall apply any insurance proceeds in making good the loss or damage to the Property.

## 7 Alterations

- 7 1 The Mortgagor shall not without the previous written consent of the Mortgagee (such consent not to be unreasonably withheld or delayed) 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.
- 7 2 The Mortgagor shall promptly give notice to the Mortgagee if the premises or fixtures and fittings forming part of the Property are destroyed or damaged.
- 7 3 The Mortgagor shall not, without the prior written consent of the Mortgagee which is not to be unreasonably withheld or delayed
- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or
  - b carry out or permit or suffer to be carried out on the Property any development as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Property.

## 8 No restrictive obligation

The Mortgagor shall not, without the prior written consent of the Mortgagee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

## 9 Proprietary rights

The Mortgagor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Mortgagee

10 Compliance with and enforcement of covenants

The Mortgagor shall

- 10 1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Mortgagee so requires) produce to the Mortgagee evidence sufficient to satisfy the Mortgagee that those covenants, stipulations and conditions have been observed and performed, and
- 10 2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

11 Notices or claims relating to the property

11 1 The Mortgagor shall

- 11 1 1 give full particulars to the Mortgagee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice, and
- 11 1 2 (if the Mortgagee reasonably so requires) immediately, and at the cost of the Mortgagor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Mortgagee in making, such objections or representations in respect of any such Notice

11 2 The Mortgagor shall give full particulars to the Mortgagee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property

12 Payment of outgoings

The Mortgagor shall

pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier

13 Rent reviews

The Mortgagor shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Mortgagee, agree to any change in rent to less than the open market rental value of the relevant part of the Property

14 Environment

The Mortgagor shall in respect of the Property

- 14 1 comply with all the requirements of Environmental Law, and
- 14 2 obtain and comply with all Environmental Licences

15 Conduct of business on Property

The Mortgagor shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business


16 Inspection

The Mortgagor shall permit the Mortgagee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

17 VAT option to tax

The Mortgagor warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Mortgagee, such consent not to be unreasonably withheld or delayed

EXECUTED by  
BRITISH FLUORSPAR LIMITED )  
acting by )  
a director in the presence of )

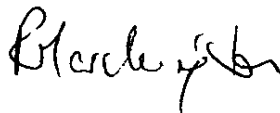
  
Director

Witness Signature 

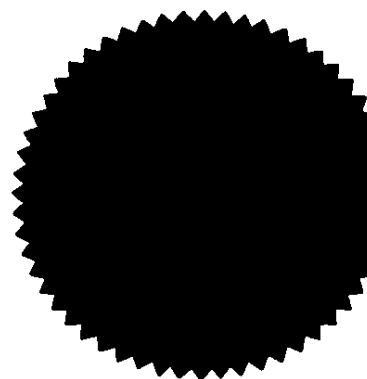
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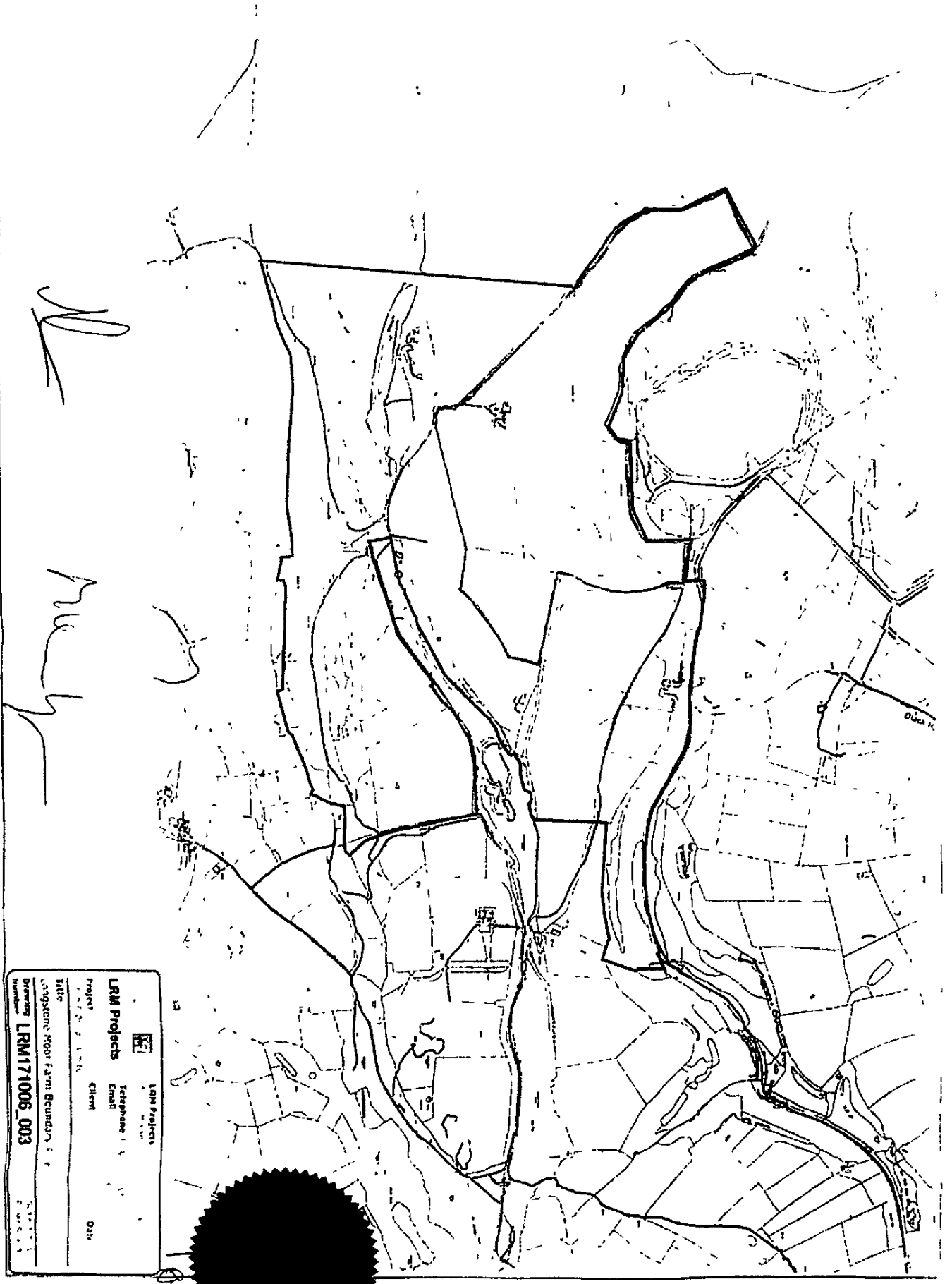
Address ~~CRANLEY~~ COTTAGE  
LUMBROOK RD  
APPELTON, WARRINGTON

THE COMMON SEAL of )  
PEAK DISTRICT NATIONAL PARK )  
AUTHORITY )  
was affixed to this deed in the presence of )



Authorised Signatory





W

much

Stacy

LRM Projects	
Project	Client
LRM Projects	Stacy
Drawing LRM171006_003	