



Registration of a Charge

Company name: **CURO ENTERPRISE LIMITED**

Company number: **08103621**

Received for Electronic Filing: **12/01/2018**



X6XHBOIW

Details of Charge

Date of creation: **11/01/2018**

Charge code: **0810 3621 0002**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS OR BEING DEFENCE ESTATES OFFICES FOX HILL BATH TO BE KNOWN AS "MULBERRY PARK" FOX HILL BATH PART OF TITLE NUMBER ST261821 AND SHOWN EDGED RED ON THE PLAN CONTAINED WITHIN THE DEED.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8103621

Charge code: 0810 3621 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2018 and created by CURO ENTERPRISE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2018 .

Given at Companies House, Cardiff on 16th January 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

If a UK company/LLP executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House or the Land Registry

This Legal Charge

made the 11th day of January 2018

Between (1) Curo Enterprise Limited (CRN: 08103621) whose registered office is The Maltings River Place, Lower Bristol Road, Bath, BA2 1EP

("the Mortgagor")

and (2) Barclays Bank PLC

("the Bank")

Witnesses and it is agreed and declared as follows:-

1. The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account 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 hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.
2. (i) The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL THAT the property referred to in Schedule 1 hereto ("the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor
(ii) The Mortgagor covenants with the Bank that during the continuance of this security the Mortgagor will not (without the prior written consent of the Bank) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property and hereby requests (if the Mortgaged Property is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in favour of the Bank:

"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 [insert date] in favour of Barclays Bank PLC of P.O. Box 299 Birmingham B1 3PF as referred to in the charges register"

- (iii) The Mortgagor undertakes to the Bank in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:-

- (a) not at any time without the Bank's prior consent in writing to surrender to the landlord of the Mortgaged Property (the "Landlord") (whether formally or informally) any lease under which the Mortgaged Property is held or otherwise in any way voluntarily to give up possession of the Mortgaged Property to the Landlord;
 - (b) to comply forthwith with any notice served on the Mortgagor by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);
 - (c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the landlord from lawfully exercising a right peaceably to re-enter the Mortgaged Property;
 - (d) to inform the Bank forthwith (and in any event prior to leaving the Mortgaged Property vacant) of any intention to leave the Mortgaged Property vacant for a period in the case of residential property of 28 days or more and in the case of commercial property for 14 days or more;
 - (e) to comply at all times with the covenants on the Mortgagor's part contained in the lease under which the Mortgaged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Bank following receipt of a request to that effect from the Bank due evidence of the payment to the landlord of all such sums;
 - (f) forthwith on receipt of the same to forward to the Bank copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and
 - (g) to advise the Bank forthwith (and thereafter to keep the Bank fully informed as to the progress) of any dispute or potential dispute between the Mortgagor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.
3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. (a) During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank.
- (b) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the previous consent in writing of the Bank.
- (c) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security
5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.
6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
- (b) Where two or more persons are appointed to be the Receiver any act required or authorised under

any enactment or this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

- (c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (d) 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 and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-
 - (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof 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;
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
 - (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
 - (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
 - (vii) to make any arrangement or compromise which the Bank or he shall think fit;
 - (viii) to make and effect all repairs improvements and insurances;
 - (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
 - (x) 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 aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- (e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof 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 Bank in its absolute discretion shall think fit.

- (f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.
 - (g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.
 - (h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.
7. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.
 8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.
 9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.
 10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.
 11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by

any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.
13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.
14. The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.
15. The Mortgagor hereby covenants with the Bank that:-
 - (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;
 - (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.
16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.
17. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
18. In clauses 18, 19, 20 and Schedule 3 hereof:-
 - (a) "Dominant Property" means the land known as Parcels P and R, Mulberry Park, Fox Hill, Bath shown edged red on the annexed plan contained within Schedule 2 hereof ("the Plan")
 - (b) "Perpetuity Period" means the period of 80 years from the date of this Legal Charge;
 - (c) "Servient Property" means the remaining land in title number ST261821 excluding the Dominant Property;

19. The Mortgagor for itself and its successors in title to each and every part of the Servient Property including any mortgagee of the Servient Property respectively covenants with the Bank for the benefit of the Dominant Property and each and every part of it:-

- (a) that it will if required by the Bank within the Perpetuity Period grant by deed to the Bank or the Bank's successors in title or such other successors in title to or owners or occupiers of the Dominant Property and each and every part thereof within fourteen days of a written demand by the Bank the easements referred to in Schedule 3 hereto ("the Easements") or such other rights as the Bank and the successors in title may agree and the Mortgagor hereby irrevocably appoints the Bank and separately any receiver appointed by the Bank to be its attorney for this purpose;
- (b) that it will procure that any mortgagee or chargee of the Servient Property enters into such deed(s) referred to in clause 19(a) above;
- (c) that it will not after the date hereof and while this Legal Charge is still subsisting dispose of or in any way deal with the Servient Property or any part thereof without procuring from the other party to the disposition or dealing a deed retaining for the benefit of the Dominant Property and each and every part thereof the Easements or such other rights as the Bank and such other party may reasonably agree; and
- (d) that the Servient Property is not the subject of an existing legal mortgage or charge.

20. The Mortgagor hereby applies or consents to the lodgement at the Land Registry of applications to enter:

- (a) in the registers of title to the Dominant Property and the Servient Property such of the rights and covenants as are capable of registration; and
- (b) a restriction in the Proprietorship Register of the title to the Servient Property as follows:

"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) a certificate signed by a conveyancer confirming that the disposition is an Excluded Disposition as defined in the legal charge dated [the date of this Legal Charge]; or

(b) a certificate on behalf of Barclays Bank PLC by its secretary or conveyancer or other authorised signatory that the provisions of clauses 18, 19 and 20 of a legal charge dated [the date of this Legal Charge] have been complied with".

For the purpose of this clause 20, the following definitions shall apply;

"Dwelling" shall mean any unit of residential accommodation constructed on the Servient Property together with its curtilage and any garage or parking space associated therewith;

"Excluded Disposition" shall mean any disposal of any Dwelling, any disposal pursuant to the terms of the Section 106 Agreement or a Statutory Planning Agreement and/or a Works Agreement and, any disposal of common areas within the Servient Property to a management company as part of the arrangements for the maintenance and management of those areas following completion of relevant parts of the Servient Property and the disposal whether by way of transfer, lease or other derivative interest or grant of any easement wayleave or other such rights to any Service supply company or statutory undertaking as may be required for the provision of Services to the Servient Property;

"Section 106 Agreement" means the agreement dated 27 March 2015 and made between the Developer (1), Bath and North East Somerset Council (2) and the Secretary of State for Defence (3) and the variation to the agreement made between Curo Enterprise Limited (1) and Bath and North East Somerset Council (2) dated 11 July 2016.

"Services" shall mean water effluent soil gas steam oil electricity telephone teletex communications and other electrical impulses air smoke fumes and other things of a like nature;

“Statutory Planning Agreement” shall mean any agreement or undertaking in respect of and affecting the Servient Property, which has been previously approved by the Bank provided that if the Bank shall not provide their approval within 10 working days of request of the same from the Mortgagor it shall be deemed that the Bank’s approval has been provided and the Bank shall be required to execute and enter into the Statutory Planning Agreement within 10 working days of receipt of an engrossment Statutory Planning Agreement from the Mortgagor, whether or not in conjunction with other property, including but not limited to:

- (a) Section 106 of the Town and Country Planning Act 1990 and/or;
- (b) Section 111 Local Government Act 1972 and/or;
- (c) Section 33 Local Government (Miscellaneous Provisions) Act 1982

“Works Agreement” shall mean any agreement easement or undertaking in respect of infrastructure whether or not affecting other property, including but not limited to:

- (a) Sections 38 and/or 278 of the Highways Act 1980;
- (b) Section 104 Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water or the drainage of surface or foul water from the Servient Property; or
- (c) Any agreement with an appropriate authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them

21. If there are two or more parties hereto of the first part the expression “the Mortgagor” shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly.
22. Any deed of release entered into by the Bank in relation to this Deed shall be substantially in the form as is set out in Schedule 4 (Form of Deed of Release) or otherwise in such form as the Bank may approve.

In Witness whereof the Mortgagor has executed these presents as a deed the day and year first above written.

Schedule 1 above referred to

The Freehold property known as or being Defence Estates Offices Fox Hill Bath to be known as "Mulberry Park" Fox Hill Bath being part of title number ST261821 and shown edged red on the Plan.

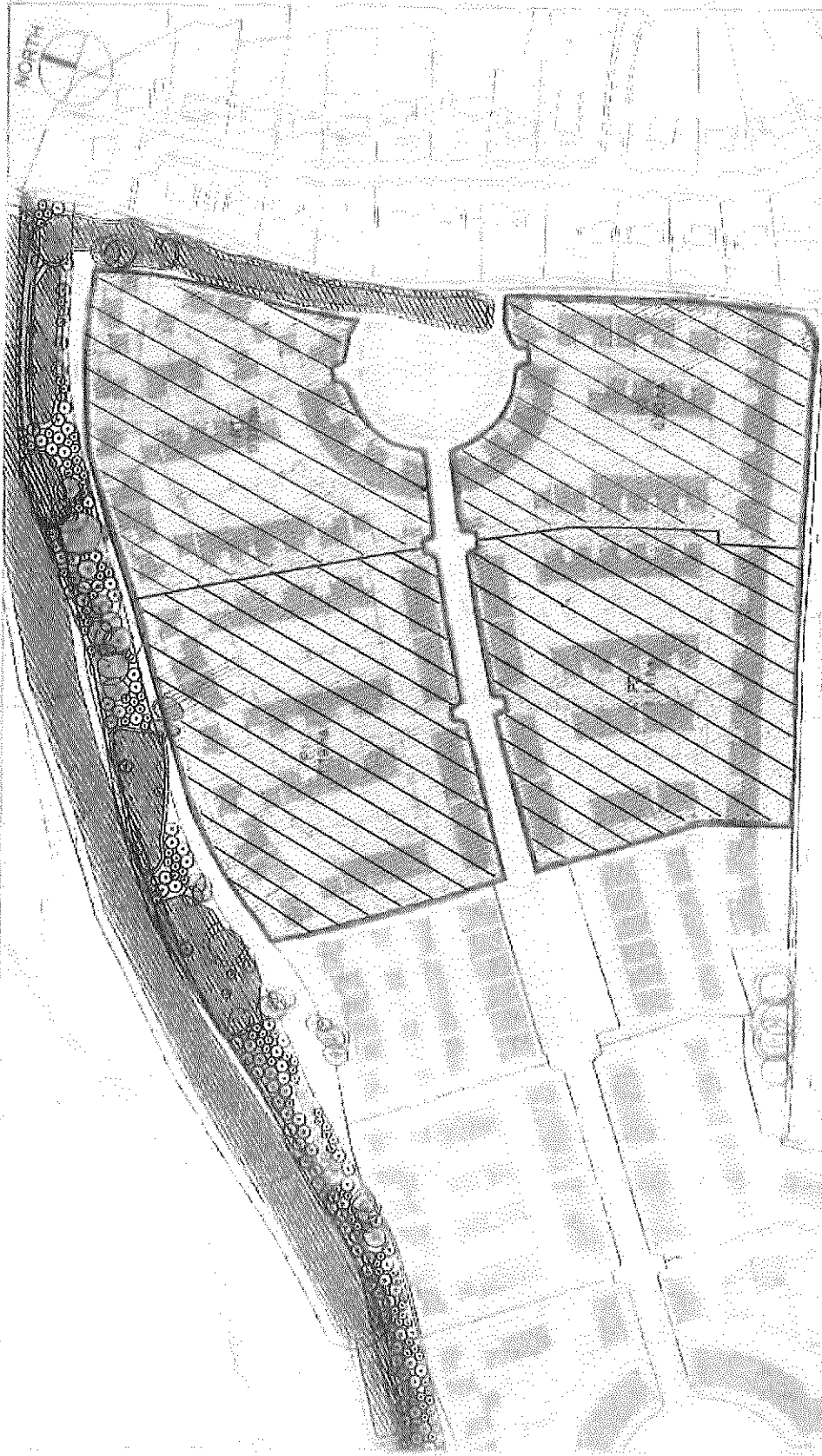
comprised in the document(s) particulars of which are set out below:-

Complete if title is not registered at time of Charge	Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge	Title Number(s)	Administrative area
	ST261821	

Schedule 2 above referred to

The Plan



Development Parcels P-R showing the Mulberry Park		M1Z-SK-0154 drawing number		A revision	
Curo client		Mulberry Park project name		CUR-FHC project number	
1:1250 scale		1:1250 scale		MFN revision	
FOR INFORMATION					
Note: This drawing is the copyright of M1Z & Design LLP and must not be copied or reproduced in part, or in whole, without the express permission of M1Z & Design LLP. Drawing to be read in conjunction with other relevant topographical information.					
Legend:					
1. 27/04/15: M1Z 2. 27/04/15: M1Z 3. 27/04/15: M1Z					
M1Z & Design LLP 100-101 Market Street Road London, NW1 9PX 020 7485 8352 www.m1z.co.uk					

Schedule 3 above referred to

The Easements

1. The right of free passage and running of all services including but not limited to water, soil, gas and electricity through all service conduits serving the Dominant Property which now or within the Perpetuity Period pass though over or under the Servient Property and the right to enter onto the Servient Property upon giving reasonable prior notice (save in the case of emergency) with all necessary workmen and appliances for the purpose of inspecting, maintaining, cleaning, reinstating, renewing and repairing any such service conduits the persons exercising such rights causing as little damage and inconvenience as possible and making good all damage caused to the reasonable satisfaction of the owner of the Servient Property SUBJECT TO, the right for the Mortgagor at any time and at its sole discretion to vary the route or location of this Easement.
2. The right of access onto the Servient Property with or without workmen, materials and apparatus for the purpose of maintaining and repairing those parts of the Dominant Property which cannot otherwise be reached for those purposes subject to the persons exercising such rights giving at least 10 working days prior written notice to the owner or owners of the Servient Property (save in the case of emergency) and causing as little damage and inconvenience as possible and making good all damage caused forthwith to the reasonable satisfaction of the owner of the Servient Property.
3. The right of support and protection for the Dominant Property as presently enjoyed from the Servient Property.
4. The right at all times hereafter to discharge rainwater from eaves, spouts, gutters and pipes of any building which may now or hereafter within the Perpetuity Period be erected on the Dominant Property and overhanging the Servient Property and the right to have and retain foundations of the Dominant Property where they encroach into the Servient Property so far as these presently exist.
5. Pending adoption of the same or the relevant part thereof full and free right and liberty to go pass and repass at all times and for all purposes with or without vehicles and on foot over and along the roads vehicular accessways and source roads footpaths pathways and other areas within the Perpetuity Period comprised in the Servient Property for the purposes of access to and egress from the Dominant Property SUBJECT TO, the right for the Mortgagor at any time and at its sole discretion to vary the route or location of this Easement.
6. The right at all times within the Perpetuity Period to park roadworthy vehicles in the car parking spaces that serve the Dominant Property comprised in the Servient Property (if any) with full and free right and liberty to go pass and repass at all times and for all purposes with or without vehicles over the Servient Property to access the parking spaces that serve the Dominant Property (if any).

Schedule 4 above referred to

The Deed of release

This Deed is made on

2017

Between

- (1) Barclays Bank PLC registered in England with number 01026167 (**Bank**); and
- (2) Curo Enterprise Limited registered in England with number 08103621 (**Mortgagor**).

It is agreed

1 Definitions

In this Deed:

Legal Charge means a legal charge dated ♦ between the Mortgagor and the Bank

Property means the property of the Mortgagor specified in the Schedule to this Deed

2 Release and reassignment

The Bank hereby irrevocably and unconditionally releases to the Mortgagor the Property charged, mortgaged or otherwise secured in favour of the Bank by the Mortgagor pursuant to the Legal Charge.

3 Retention of rights

The Legal Charge shall remain in full force and effect as a continuing security over the remaining property, assets and undertaking referred to in the Legal Charge.

4 Further assurance

The Bank undertakes (at the cost of the Mortgagor) to do all things, give all notices and execute and sign all such deeds and documents as may reasonably be required to perfect the discharge and release of the security over the Property.

5 Expenses

The Mortgagor shall promptly on demand pay the Bank the amount of all costs and expenses (including legal fees) reasonably incurred by the Bank in connection with the negotiation, preparation, printing and execution of this Deed.

6 Governing law


This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.


Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Deed.

The Schedule

Property

Executed as a deed by  Curo Enterprise Limited

 Director

 Witness

(if sole signatory only)

Director/Secretary

Registered Number

08103621

.....
Authorised signatory

For and on behalf of Barclays Bank plc

The address of the Bank for service is:

Lending Operations, P.O. Box No. 299, Birmingham, B1 3PF

Executed as a deed by Curo Enterprise Limited

Director _____ Witness
(If sole signatory only)

Director/Secretary

Registered Number 08103621



Authorised signatory
For and on behalf of Barclays Bank plc

The address of the Bank for service is:

Lending Operations, P.O. Box No. 299, Birmingham, B1 3PF

For use only in the case of unregistered land

Release

This Release made the _____ day of _____
between BARCLAYS BANK PLC of the one part and the within named
Mortgagor of the other part witnesses that the Bank hereby releases the
property comprised in or charged by the within written deed from the
charge thereby created and all claims and demands thereunder.

In witness whereof _____ of _____
in exercise of the power
conferred upon him by a Power of Attorney dated _____
the _____ day of _____
has executed this deed the day and year first above written.

Signed as a Deed by the above
named _____

as the Attorney of the above named _____
BARCLAYS BANK PLC in the
presence of:

.....

**Receipt pursuant to Section 115 of
the Law of Property Act 1925**

Barclays Bank PLC hereby acknowledges this _____
day of _____
that it has received the balance of the moneys (including interest and
costs) secured by the within written Deed the payment having been made
by the within named Mortgagor

For and on behalf of **BARCLAYS BANK PLC**

(A Manager)