

# MR01

## Particulars of a charge

laserform

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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  
instrument Use form MR08

THURSDAY



A20 \*A510NLGW\* #263  
18/02/2016  
COMPANIES HOUSE

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

You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 8 2 9 1 4 5 3

Company name in full BKJ Leisure Limited /

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 01 06 20 02 20 06 /

### 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 Jonathan Mark Smith ✓

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

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

Brief description

The freehold property of The Horse & Jockey, Brackenfield Lane, Wessington, Alfreton, Derbyshire, DE55 6DW (registered at the Land Registry under title no DY329073)

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

☐ Yes

☒ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement <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 

RICHARD WHITLEY, SOLICITOR

X

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

**MR01**

## Particulars of a charge

**Presenter information**

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

Contact name Richard Whiteley

Company name Ellis-Fermor &amp; Negus

Address 8 Chapel Street

Post town Belper

County/Region Derbyshire

Postcode 

D	E	5	6		1	A	R
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Country UK

DX 15302 BELPER

Telephone 01773 821 665

**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 [enquires@companieshouse.gov.uk](mailto:enquires@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: 8291453

Charge code: 0829 1453 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by BKJ LEISURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2016.

*DK*

Given at Companies House, Cardiff on 23rd February 2016



**Companies House**



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

# Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company

We certify this to be a true copy of the original  
Ellis-Fermor & Negus, Solicitors  
8 Chapel Street, Belper  
Derbyshire DE56 7AR

Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property DY329073
2	Property  The Horse & Jockey, Brackenfield Lane, Wessington, Alfreton, Derbyshire, DE55 6DW
3	Date 16 February 2016
4	Borrower  BKJ LEISURE LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 08291453 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register  JONATHAN MARK SMITH  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register  Carr Barn Farm, Moorwood Moor Lane, Wessington, Alfreton, Derbyshire, DE55 6DU

Place 'X' in any box that applies

Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee  charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register  <input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate
9	<p><b>9 DEFINITIONS AND INTERPRETATION</b></p> <p>9-1 For all purposes of this legal charge the terms defined in this clause 9-1 have the meanings specified</p> <p>9-1 1 <b>Gender, personality and number</b> Unless the context otherwise requires</p> <p>1 1 1 the singular includes the plural and vice versa,</p> <p>1 1 2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and</p> <p>1 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa<sup>4</sup></p> <p>9-1 2 <b>Headings</b> The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation</p> <p>9-1 3 <b>'The Interest Rate'</b> 'The Interest Rate' means 3% per annum</p> <p>9-1 4 <b>Interpretation of 'the Borrower' and 'the Lender'</b> Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons</p> <p>9-1 5 <b>Joint and several liability</b> Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally</p> <p>9-1 6 <b>'The Lump Sum Interest Payment'</b> 'The Lump Sum Interest Payment' means the sum of</p>

£2,625 00 to be paid on the Redemption Date, representing the payment of Interest for the period between the date of this Charge Deed and the Redemption Date

9-1 7 **'The Principal'**

'The Principal' means the sum of £350,000 00 (Three-hundred and Fifty Thousand pounds)

9-1 8 **'The Redemption Date'**

'The Redemption Date' means the date falling 3 calendar months after the date of this Charge Deed

9-1 9 **References to clauses**

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

9-1 10 **References to statutes**

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

9-2 **LEGAL CHARGE AND PAYMENT OF PRINCIPAL, INTEREST AND COSTS**

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause and the Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

9-2 1 **Payment of principal**

The Borrower covenants with the Lender to pay the Principal to the Lender on the Redemption Date

9-2 2 **Payment of interest and costs**

2 2 1 The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, such interest to be payable as well after as before any demand or judgement or the administration or liquidation of the Borrower

2 2 2 The Borrower covenants to pay the Lump Sum Interest Payment on the Redemption Date in

satisfaction of any interest owing prior to the Redemption Date

2 2 3 *Observance and performance*

Subject to the Borrower having otherwise in all respects and at all times observed and performed his obligations under this deed, the Lender will not enforce the covenant by the Borrower contained in clause 9-2 2

2 2 4 *Capitalisation of arrears of interest*

2 2 4 1 *Capitalisation*

If any interest payable under this security is not paid within 5 days after the Redemption Date it shall be capitalised and added to the Principal and be charged on the Property from the due date for payment at the Interest Rate to the actual payment date

2 2 4 2 *Enforcement*

The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear

2 2 4 3 *General*

Otherwise all covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them

2 2 4 4 The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them)

9-3 **BORROWER'S COVENANTS AS TO THE PROPERTY**

The Borrower covenants with the Lender as set out in this clause 2 2 4 4

9-3 1 **Repair**

3 1 1 *Repairing obligation*

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in at least as good a state of repair as they are at the date of this Charge Deed

3 1 2 *Inspection*

The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession

3 1 3 *Entry and repair*

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

3 1 4 *Repayment of expenses*

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 3 1 2 and clause 3 1 3 together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate

9-3 2 **Insurance**

3 2 1 *Duty to insure*

The Borrower will

3 2 1 1 ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing, and

3 2 1 2 make all payments required for this purpose as and

when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment

**3 2 2     *Indemnity for payments by the Lender***

If the Borrower fails to perform any of his obligations under this clause 9-3 2 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest under clause 9 2 2 and all such money and interest shall be charged on the Property

**3 2 3     *Application of insurance money***

Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 9-3 2) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose"

**9-3 3     *Outgoings***

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

**9-3 4     *General covenant to comply with statutes etc***

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects

**9-3 5     *Not to register***

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or

any part of it

**9-3 6 Other charges**

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

**9-4. LENDER'S POWERS AND RIGHTS**

**9-4 1 Exercise of statutory powers**

**4 1 1 *Exclusion of Section 103***

The Law of Property Act 1925 Section 103 shall not apply to this security

**4 1 2 *Enforcement of security and exercise of power of sale***

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

**9-4 2 Extension of statutory powers**

**4 2 1 *Power of sale***

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

**4 2 2 *Powers of leasing and accepting surrenders***

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such

terms and conditions as the Lender shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

**4 2 3    *General***

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

**4 2 4    *Exclusion of liability***

The powers referred to in or granted or varied or extended by this clause 9-4 2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

**9-4 3    *Powers in respect of furniture and effects***

**4 3 1    *Power to remove and dispose***

At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage

**4 3 2    *Exclusion of liability***

The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 4 3 1

**4 3 3    *Proceeds of sale***

To the extent the Borrower does not comprise an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due under this security To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand

**4 3 4    *Nature of security***

To the extent the Borrower comprises an individual or

individuals, the provisions of this clause 9-4 3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

**9-4 4 Power to appoint a receiver**

**4 4 1 Appointment**

At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

**4 4 2 Removal**

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

**4 4 3 Remuneration**

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed

**4 4 4 Restrictions**

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

**4 4 5 Power to act severally**

Where more than one receiver is appointed they shall have the power to act severally

**4 4 6 Agency**

Any receiver appointed under this clause 9-4 4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

**4 4 7 General powers**

Any receiver appointed under this clause 9 4 4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed In the event of ambiguity or conflict the terms

of this deed will prevail

4 4 8 *Specific powers*

In addition to the powers referred to in clause 4 4 7 any receiver appointed under this clause 9-4 4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property In particular (but without limitation) any such receiver shall have the power

- 4 4 8 1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,
- 4 4 8 2 to manage or carry on or concur in carrying on any business of the Borrower,
- 4 4 8 3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
- 4 4 8 4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,
- 4 4 8 5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site,
- 4 4 8 6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,
- 4 4 8 7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal

which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,

- 4 4 8 8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,
- 4 4 8 9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences,
- 4 4 8 10 to acquire by purchase, lease or otherwise any further property, assets or rights,
- 4 4 8 11 to appoint, employ and dismiss managers, officers, contractors and agents, and
- 4 4 8 12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above

4 4 9 *Application of money*

All money received by any receiver shall be applied by him in the following order

- 4 4 9 1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),
- 4 4 9 2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,
- 4 4 9 3 in or towards satisfaction of the amount owing on this security,  
with the surplus (if any) being paid to the Borrower or other persons entitled to it

**9-5. PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters

- 9-5 1 whether this security has become enforceable,
- 9-5 2 whether any power exercised or purported to be exercised

- under this mortgage has arisen or become exercisable,
- 9-5 3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,
- 9-5 4 whether any money remains due under the security, or
- 9-5 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made
- 9-5 6 and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

**9-6. DEMANDS AND NOTICES**

Form and mode of deemed service

- 9-6 1 A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on

6 1 1 any one of the directors or the secretary of the Borrower, or

6 1 2 by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business

**9-6 2 Method of service**

Service shall be deemed to be effected notwithstanding the dissolution of the Borrower

6 2 1 at 10 00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,

6 2 2 when dispatched if given by fax, and

6 2 3 when left at the property concerned if delivered

**9-6 3 Other methods of service**

The methods of service described in clause 9-6 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

**9-7. VALIDITY AND SEVERABILITY**

**9-7 1 Enforceability**

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

**9-8 RESTRICTION**

The Borrower hereby requests the Chief Land Registrar to register the following restriction on the Proprietorship Register of the Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [16 02 2016] in favour of Jonathan Mark Smith referred to in the Charges Register"

**9-9 EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

**10 Execution**

Signed as a deed by  
BKJ LEISURE LIMITED  
acting by one director  
in the presence of -

Witness

Name

Address

Signed as a deed by )  
JONATHAN MARK SMITH )  
in the presence of - )

Witness

Name

Address

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003

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# Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company

We certify this to be a true copy of the original  
Ellis-Fermor & Negus, Solicitors  
8 Chapel Street, Belper  
Derbyshire DE56 1AR

Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property DY329073
2	Property The Horse & Jockey, Brackenfield Lane, Wessington, Alfreton, Derbyshire, DE55 6DW
3	Date 16 FEBRUARY 2016
4	Borrower BKJ LEISURE LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 08291453 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register JONATHAN MARK SMITH  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register Carr Barn Farm, Moorwood Moor Lane, Wessington, Alfreton, Derbyshire, DE55 6DU

Place 'X' in any box that applies

- Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee  charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register  <input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate
9	<b>9 DEFINITIONS AND INTERPRETATION</b>  9-1 For all purposes of this legal charge the terms defined in this clause 9-1 have the meanings specified  9-1 1 <b>Gender, personality and number</b> Unless the context otherwise requires 1 1 1 the singular includes the plural and vice versa, 1 1 2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and 1 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa'  9-1 2 <b>Headings</b> The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation  9-1 3 <b>'The Interest Rate'</b> 'The Interest Rate' means 3% per annum  9-1 4 <b>Interpretation of 'the Borrower' and 'the Lender'</b> Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons  9-1 5 <b>Joint and several liability</b> Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally  9-1 6 <b>'The Lump Sum Interest Payment'</b>

'The Lump Sum Interest Payment' means the sum of £2,625 00 to be paid on the Redemption Date, representing the payment of Interest for the period between the date of this Charge Deed and the Redemption Date

9-1 7 **'The Principal'**

'The Principal' means the sum of £350,000 00 (Three-hundred and Fifty Thousand pounds)

9-1 8 **'The Redemption Date'**

'The Redemption Date' means the date falling 3 calendar months after the date of this Charge Deed

9-1 9 **References to clauses**

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

9-1 10 **References to statutes**

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

**9-2. LEGAL CHARGE AND PAYMENT OF PRINCIPAL, INTEREST AND COSTS**

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause and the Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

9-2 1 **Payment of principal**

The Borrower covenants with the Lender to pay the Principal to the Lender on the Redemption Date

9-2 2 **Payment of interest and costs**

2 2 1 The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, such interest to be payable as well after as before any demand or judgement or the administration or liquidation of the Borrower

2 2 2 The Borrower covenants to pay the Lump Sum

Interest Payment on the Redemption Date in satisfaction of any interest owing prior to the Redemption Date

**2 2 3    *Observance and performance***

Subject to the Borrower having otherwise in all respects and at all times observed and performed his obligations under this deed, the Lender will not enforce the covenant by the Borrower contained in clause 9-2 2

**2 2 4    *Capitalisation of arrears of interest***

**2 2 4 1    *Capitalisation***

If any interest payable under this security is not paid within 5 days after the Redemption Date it shall be capitalised and added to the Principal and be charged on the Property and bear interest at 3% above the Bank of England base rate from the due date for payment at the Interest Rate to the actual payment date

**2 2 4 2    *Enforcement***

The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear

**2 2 4 3    *General***

Otherwise all covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them

**2 2 4 4** The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them)

**9-3 1    Repair**

**3 1 1    *Repairing obligation***

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in at least as good a state of repair as they are at the date of this Charge Deed

**3 1 2    *Inspection***

The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession

**3 1 3    *Entry and repair***

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

**3 1 4    *Repayment of expenses***

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 3 1 2 and clause 3 1 3 together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate

**9-3 2    Insurance**

**3 2 1    *Duty to insure***

The Borrower will

**3 2 1 1** ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time

approve in writing, and

3 2 1 2 make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment

3 2 2 *Indemnity for payments by the Lender*

If the Borrower fails to perform any of his obligations under this clause 9-3 2 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest under clause 9 2 2 and all such money and interest shall be charged on the Property

3 2 3 *Application of insurance money*

Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 9-3 2) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose“

**9-3 3 Outgoings**

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

**9-3 4 General covenant to comply with statutes etc**

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects

**9-3 5 Not to register**

The Borrower must not without the previous consent in writing

of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it

**9-3 6 Other charges**

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

**9-4. LENDER'S POWERS AND RIGHTS**

**9-4 1 Exercise of statutory powers**

**4 1 1 *Exclusion of Section 103***

The Law of Property Act 1925 Section 103 shall not apply to this security

**4 1 2 *Enforcement of security and exercise of power of sale***

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

**9-4 2 Extension of statutory powers**

**4 2 1 *Power of sale***

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

**4 2 2 *Powers of leasing and accepting surrenders***

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases

of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

**4 2 3    *General***

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

**4 2 4    *Exclusion of liability***

The powers referred to in or granted or varied or extended by this clause 9-4 2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

**9-4 3    *Powers in respect of furniture and effects***

**4 3 1    *Power to remove and dispose***

At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage

**4 3 2    *Exclusion of liability***

The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 4 3 1

**4 3 3    *Proceeds of sale***

To the extent the Borrower does not comprise an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due under this security To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand

4 3 4 *Nature of security*

To the extent the Borrower comprises an individual or individuals, the provisions of this clause 9-4 3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

9-4 4 **Power to appoint a receiver**

4 4 1 *Appointment*

At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

4 4 2 *Removal*

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

4 4 3 *Remuneration*

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed

4 4 4 *Restrictions*

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

4 4 5 *Power to act severally*

Where more than one receiver is appointed they shall have the power to act severally

4 4 6 *Agency*

Any receiver appointed under this clause 9-4 4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

4 4 7 *General powers*

Any receiver appointed under this clause 9 4 4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are

expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

4 4 8 *Specific powers*

In addition to the powers referred to in clause 4 4 7 any receiver appointed under this clause 9-4 4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power

- 4 4 8 1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,
- 4 4 8 2 to manage or carry on or concur in carrying on any business of the Borrower,
- 4 4 8 3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
- 4 4 8 4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,
- 4 4 8 5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site,
- 4 4 8 6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,
- 4 4 8 7 to bring, take, defend, compromise, submit to

arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security,

4 4 8 8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,

4 4 8 9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences,

4 4 8 10 to acquire by purchase, lease or otherwise any further property, assets or rights,

4 4 8 11 to appoint, employ and dismiss managers, officers, contractors and agents, and

4 4 8 12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above

4 4 9 *Application of money*

All money received by any receiver shall be applied by him in the following order

4 4 9 1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),

4 4 9 2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,

4 4 9 3 in or towards satisfaction of the amount owing on this security,  
with the surplus (if any) being paid to the Borrower or other persons entitled to it

**9-5 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters

- 9-5 1 whether this security has become enforceable,  
9-5 2 whether any power exercised or purported to be exercised  
under this mortgage has arisen or become exercisable,  
9-5 3 the propriety, regularity or purpose of the exercise or purported  
exercise of any such power,  
9-5 4 whether any money remains due under the security, or  
9-5 5 the necessity or expediency of the stipulations and conditions  
subject to which any disposition shall be made  
9-5 6 and the receipt of the Lender or any receiver for any money  
shall effectually discharge the person paying from such matters  
and from being concerned to see to the application or being  
answerable for the loss or misapplication of such money

## **9-6 DEMANDS AND NOTICES**

Form and mode of deemed service

- 9-6 1 A demand or notice by the Lender under this mortgage must  
be in writing and shall be deemed to have been properly  
served on the Borrower if served personally on

6 1 1 any one of the directors or the secretary of the  
Borrower, or

6 1 2 by first class letter post or fax addressed to the  
Borrower at or by delivery to his usual or last known  
place of abode or business or as appropriate its  
registered office or at any of its principal places of  
business

### **9-6 2 Method of service**

Service shall be deemed to be effected notwithstanding the  
dissolution of the Borrower

6 2 1 at 10 00 hours on the second business day (being a  
day when the United Kingdom clearing banks are  
open for business in the City Of London) immediately  
following the day of posting if given by first class  
letter post irrespective of the time or date of actual  
delivery or of lack of delivery,

6 2 2 when dispatched if given by fax, and

6 2 3 when left at the property concerned if delivered

### **9-6 3 Other methods of service**

The methods of service described in clause 9-6 1 are in  
addition, and without prejudice, to any other method of service  
prescribed or permitted by law and in particular to the  
provisions of the Law of Property Act 1925 Section 196

## **9-7 VALIDITY AND SEVERABILITY**

9-7 1 **Enforceability**

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

9-8 **RESTRICTION**

The Borrower hereby requests the Chief Land Registrar to register the following restriction on the Proprietorship Register of the Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Jonathan Mark Smith referred to in the Charges Register"

9-9 **EXCLUSION OF THIRD PARTY RIGHTS**

*Shall be* Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 **Execution**

Signed as a deed by )  
BKJ LEISURE LIMITED )  
acting by one director )  
in the presence of - )

Witness

Name

Address

Signed as a deed by )  
JONATHAN MARK SMITH )  
in the presence of - )

Witness

Name

Address

Should be  
16 FEBRUARY 201

proprietor for the time being of the charge dated [ ]  
in favour of Jonathan Mark Smith referred to in the Charges  
Register"

9-9 **EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this mortgage is intended to confer any benefit on  
any person who is not a party to it

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

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Signed as a deed by )  
BKJ LEISURE LIMITED )  
acting by one director )  
in the presence of - )

Witness

Name

Address

Signed as a deed by )  
JONATHAN MARK SMITH )  
in the presence of - )

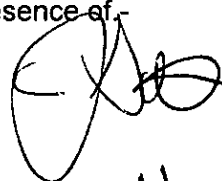
Witness

Name

WITNESS  
Address

WITNESS  
NAME

WITNESS  
ADDRESS



K Coulter

KIERON CROWTHER

25 CHAPEL STREET, BELPER

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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