

MR01

Particulars of a charge

41437/13

Oyez

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

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

☐ What this form is NOT for
You may not use this form to
register a charge where the
instrument Use form MR0



A15 12/12/2015 #403
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

SATURDAY

1 Company details

Company number 0 9 1 3 0 0 4 8

Company name in full Rockstar Horses Limited

For official use

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 7 1 2 2 0 1 5

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 Momenta Property Solutions Limited

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Means the freehold property known as Knabbs Hall, Knabbs Lan, Silkstone Common and registered at the Land Registry with title SYK439561

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

STS

X

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

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Particulars of a charge



Presenter information

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

Contact name

R Lakhani

Company name

Solomon Taylor & Shaw

Address

3 Coach House Yard

Hampstead High Street

Post town

London

County/Region

Postcode

N W 3 1 Q F

Country

DX

DX 144580 Hampstead 2

Telephone

020 7431 1912



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales

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

For companies registered in Scotland

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

For companies registered in Northern Ireland

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



Further information

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

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

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9130048

Charge code: 0913 0048 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2015 and created by ROCKSTAR HORSES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2015

Given at Companies House, Cardiff on 18th December 2015



Companies House



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

DATED 7 DECEMBER 2015

(1) ROCKSTAR HORSES LIMITED

and

(2) MOMENTA PROPERTY SOLUTIONS LIMITED

THIRD PARTY LEGAL CHARGE

We hereby certify this
to be a true copy of the
original document
SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
London NW3 1QF

STS 11.12.15.

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THIS LEGAL CHARGE is dated ^{7 December} 2015

and made **BETWEEN:**

- (1) **ROCKSTAR HORSES LIMITED** (Company No. 09130048) of 17 Hanover Square, London W1S 1BN (the "Chargor"), and
- (2) **MOMENTA PROPERTY SOLUTIONS LIMITED** a company incorporated in England and Wales with incorporation number 8707306 whose registered office is situated at c/o Optimise Accountants, 2d Derby Road, Sandiacre, NG10 5HS (the "Chargee").

BACKGROUND

- (A) The Lender has agreed pursuant to the Loan Agreement to provide the Borrower with loan facilities on a secured basis.
- (B) This deed provides security which the Chargor has agreed to provide to the Chargee for the loan facilities to be made available to the Borrower under the Loan Agreement together with any future loan facilities made available to the Borrower by the Lender.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge:

"Borrower" means Shepherd Cox Limited (Company Registration No 08570064) of 17 Hanover Square, London W1S 1BN;

"Borrower's Obligations" means all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Borrower (whether as principal or surety) to the Chargee.

"Business Day" means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London

"Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

"Charged Property" means the property, assets, debts, rights and undertaking charged to the Chargee by this Charge and includes any part thereof or interest therein

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which the Chargor or any Receiver may charge or incur in relation to the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

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

"Interest Rate" is 22% per annum.

"Loan Agreement" means a loan agreement dated ^{7 DECEMBER 2015} made between (1) the Borrower and (2) the Chargee.

"Property" means the freehold property referred to in Schedule I and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

"Receiver" means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

"Secured Liabilities" shall mean:

- (i) the Borrower's Obligations, and
- (ii) all other monies and liabilities expressed to be secured hereby and all other obligations and liabilities of the Chargor under this Charge

12 Interpretation

In this Charge:

- (a) the expressions "Borrower" and "Chargor" where the context admits, include their respective successors in title and assigns;
- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge,
- (c) words importing the singular are to include the plural and vice versa,
- (d) "including" shall not be construed as limiting the generality of the words preceding it;
- (e) any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force;

2. SECURITY

- 2 1 The Chargor charges to the Chargee with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities.
- (a) by way of legal mortgage the Property and all buildings and fixtures from time to time on the Property.
 - (b) by way of floating charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property.
 - (c) by way of assignment the goodwill of any business carried on by the Chargor at the Property.
 - (d) by way of assignment all amounts now or hereafter owing to the Chargor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Property together with in each case, the proceeds thereof and all rights to recover the same, provided that upon payment to the Chargee in full of the Secured Liabilities the Chargee shall re-assign the benefit of such amounts to the Chargor.
- 2 2 The Chargor hereby assign absolutely to the Chargee with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Chargor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge.
- 2 3 The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Chargee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realization of the Charged Property or the exercise of any of the rights vested in the Chargee or any Receiver.
- 2 4 The Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities

3 RESTRICTIONS

- 3.1 The Chargor shall not without the prior written consent of the Chargee, such consent not to be unreasonably withheld or delayed
- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
 - (b) sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Charged Property or agree to do any of the foregoing,

- (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing (save that the Chargee's execution of this Charge shall act as consent for all tenancies notified to it prior to the date hereof)

3.2 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.

4 COVENANTS BY THE CHARGOR

4.1 The Chargor covenants with the Chargee at all times during the continuance of this security:

- (a) *Repair* To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Chargee free access at all times on reasonable notice to view the state and condition of the Property and if the Chargor shall fail to do so the Chargee may at any time thereafter enter upon the Property or any part thereof (without the Chargee being thereby rendered liable to account as mortgagee in possession) to execute such repairs as in the reasonable opinion of the Chargee may be necessary and the Chargor will on demand pay to the Chargee all expenses incurred by the Chargee and will pay interest calculated on a daily basis at the Interest Rate from the date of demand until repayment of all monies
- (b) *Insurance* To keep the Charged Property insured with such insurer and against such risks as the Chargee may require and to the Chargee's satisfaction for their full replacement value with the Chargee's interest noted on the policy, or at the Chargee's option with the Chargee named as co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Chargee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances
- (c) *Proceeds* To apply any insurance proceeds (if the Chargee requires them to be so applied) in making good the loss or damage to the Charged Property or at the Chargee's option in or towards the discharge of the Secured Liabilities and pending such application the Chargor will hold such proceeds in trust for the Chargee.
- (d) *Alterations* Not without the previous written consent of the Chargee (such consent not to be unreasonably withheld) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property

- (e) *Planning* To comply with all relevant licences, consents, permissions and conditions from time to time granted or imposed by the Planning Acts and not without the prior written consent of the Chargee make any planning application or enter into any planning agreement with any relevant planning authority affecting the Property.
- (f) *Value Added Tax* The Chargor warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Chargee.
- (g) *Alienation* not without the prior written consent of the Chargee to assign, transfer, mortgage or otherwise howsoever dispose of the Property or grant any rights or create any other encumbrances howsoever affecting the Property.
- (h) *Value* Not to do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Chargee of the security created by this Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property

5. **UNENFORCEABILITY OF BORROWER' S LIABILITIES**

Any money and liabilities which, but for the circumstances set out in this clause 5, would form all or part of the Borrower's Obligations and which cannot be recovered or cannot for the time being be recovered by the Chargee from the Borrower for any reason whatsoever including (without prejudice to the generality of the foregoing):

- (a) any legal disability or incapacity of the Borrower;
- (b) any invalidity or illegality affecting any of such money or liabilities,
- (c) any want of authority in any person purporting to act on behalf of the Borrower,
- (d) any provision of bankruptcy or insolvency law;
- (e) the death, mental incapacity, bankruptcy, administration, liquidation or dissolution of the Borrower or the inability of the Chargee to make effective demand on the Borrower as a result of such death, mental incapacity, bankruptcy, administration, liquidation or dissolution of the Borrower;
- (f) the passage of time under any relevant Limitation Act;
- (g) any moratorium or any statute, decree or requirement of any governmental or other authority in any territory,
- (h) any inability of the Borrower to acquire or effect payment in the currency or currency unit in which any such money or liabilities are denominated or to effect payment in the place where any such money or liabilities are or are expressed to be payable,

- (i) the making, implementation or effect of any arrangement whereby, notwithstanding that security taken by the Chargee from the Borrower, any Chargor or any surety may be ranked ahead of security held by any third party, the Chargee is obliged to account for any money received from or in respect of the Chargee's security to such a third party or to share any such money with such a third party,
- (j) any event of force majeure or any event frustrating payment of such money or liabilities; or
- (k) any other event or circumstance (apart from payment or express release of the Borrower's Obligations) which would constitute or afford a legal or equitable discharge or release of, or defence to, a guarantor or indemnifier

shall nevertheless be secured by and recoverable under this Charge, whether any such reason or circumstance shall have been made known to the Chargee before or after such money or liabilities were incurred

6. DEALINGS BY THE CHARGEES WITH THE BORROWER AND OTHERS

6.1 The Chargee may without any consent from the Chargor and without affecting this Charge, do all or any of the following:

- (a) grant, renew, vary, increase, extend, release or determine any facilities, products or services given or to be given to the Borrower or any other person or the terms and conditions relating thereto and agree with the Borrower or any such person as to the application thereof;
- (b) hold, renew, modify or release or omit to take, perfect, maintain or enforce any security or guarantee or right (including without limitation any rights as to the making, collection, allocation or application of recoveries in respect of any security or guarantee) now or hereafter held from or against the Borrower or any other person in respect of any of the Borrower's Obligations; and/or
- (c) grant time or indulgence to or settle with or grant any waiver or concession to the Borrower or any other person

6.2 This Charge shall not be affected or discharged by anything which would not have discharged or affected it if the Chargor had been a principal debtor to the Chargee. In particular, but without limitation, the Chargee may release any surety of any of the Borrower's Obligations and may discharge any security held by the Chargee as security for the liabilities of any such surety or the Borrower, notwithstanding that the Chargor may have a claim for contribution against such surety or the Borrower and notwithstanding that the Chargor may claim to be subrogated to the Chargee's rights under such security.

7. CLAIMS OF THE CHARGOR AGAINST THE BORROWER AND OTHERS

Until all the Borrower's Obligations shall have been paid or discharged unconditionally and irrevocably in full to the satisfaction of the Chargee, the Chargor shall not by virtue of any such payment or by any other means or on any other ground (save as hereinafter provided):

- (a) claim any set-off or counter-claim against the Borrower in respect of any liability of the Chargor to the Borrower;
- (b) make any claim or enforce any right against the Borrower or prove in competition with the Lender in respect of any such claim or right,
- (c) accept repayment from the Borrower of any amounts owed by the Borrower to the Chargor;
- (d) be entitled to claim or have the benefit of any proof against or dividend, composition or payment by the Borrower or in the bankruptcy, voluntary arrangement, administration or liquidation of the Borrower,
- (e) be entitled to claim or have the benefit of any security or guarantee now or hereafter held by the Chargee for any of the Borrower's Obligations or to have any share therein; or
- (f) claim or enforce any right of contribution against any surety of the Borrower,

PROVIDED that

- (i) sub-clauses 7(a), (b) and (c) shall only apply after the date that demand has been made on the Chargor under this Charge or the power of sale has arisen under this Charge or after the date of discontinuance (whichever is the earlier); and
- (ii) if the Chargor shall have any right of proof or claim in the bankruptcy, voluntary arrangement, administration or liquidation of the Borrower, the Chargor shall if the Chargee so requires exercise such right of proof or claim on behalf of the Chargee and hold any dividend or other money received in respect thereof upon trust for the Chargee to the extent of the Secured Liabilities, and

the Chargor shall in like manner hold upon trust for the Chargee to the extent of the Secured Liabilities any money which the Chargor may receive or recover from any surety by virtue of any right of contribution and any money which the Chargor may receive but should not have received by reason of any of sub-clauses 7(a) to (f) inclusive.

8 SECURITY HELD BY THE CHARGOR

8.1 The Chargor confirm that it has not taken and undertakes that it will not take any security from the Borrower or from any surety in respect of this Charge without the prior written consent of the Chargee

- 8 2 Without prejudice to clause 8.1 any security now or hereafter held by or for any Chargor from the Borrower or any surety shall be held in trust for the Chargee as security for the Secured Liabilities, and the Chargor shall upon request by the Chargee forthwith deposit such security with the Chargee or assign the same to the Chargee and/or do whatever else the Chargee may consider necessary or desirable in order to permit the Chargee to benefit from such security to the extent of the Secured Obligations.

9 **ENFORCEMENT**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Chargee shall have demanded payment of any of the Secured Liabilities or after any breach by the Chargor of any of the provisions of this Charge

10 **APPOINTMENT AND POWERS OF RECEIVER OR ADMINISTRATOR**

- 10 1 At any time after this charge has become enforceable or if requested by the Chargor, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be an administrator or joint administrator of the Chargor or a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 10 2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 10.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely.
- (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
 - (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - (c) to borrow moneys from the Chargee or others on the security of the Charged Property for the purpose of exercising any of his powers,

- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- (f) to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
- (g) to make and effect all repairs and improvements,
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- (i) carry on any business at any time carried on by the Chargor at the Property,
- (j) to purchase materials, tools, equipment, goods or supplies;
- (k) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,
- (l) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 10 4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it

11 CHARGEES LIABILITY

- 11 1 In no circumstances shall the Chargee be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received by the Chargee.

- 11.2 In no circumstances shall the Chargee be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Chargee its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

12 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

13 POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargee are hereby extended so as to authorise the Chargee whether in the name of the Chargee or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor 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 Chargee (in its absolute discretion) shall think fit.

14 POWER OF ATTORNEY

14.1 The Chargor hereby irrevocably appoints the Chargee and the Receiver jointly and also severally the Attorney and Attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and 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 referred to in or otherwise in connection with this Charge. The Chargor ratify and confirm and agree to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

14.2 The power of attorney hereby granted is irrevocable and is granted by way of security for value as part of the security constituted by this Charge.

15 CHARGEES' RIGHTS

15.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise.

15.2 The Chargor agree that at any time after this Charge becomes enforceable:

- (a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Chargee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;
- (b) the Chargee may as agent of the Chargor remove and sell any chattels on the Property.

15.3 This Charge is granted in favour of the Chargee for itself and as Chargee on behalf of the Syndicate Members.

15.4 The perpetuity period applicable to this Charge shall for the purposes of the Perpetuities and Accumulations Act 1964 be the period of 125 years.

16. COSTS AND INDEMNITY

16.1 All costs, charges and expenses incurred by the Chargee in relation to this Charge or the Secured Liabilities shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property

16.2 The Chargee and every Receiver, attorney or other person appointed by the Chargee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Chargee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

17. CONTINUING SECURITY

17.1 This Charge shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Chargee may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

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

18. WARRANTIES

The Chargor makes the representations and warranties set out in this clause 18 to the Lender on the date of this deed.

Ownership of Charged Property

The Chargee is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property

No Security

The Charged Property is free from any Encumbrance other than the Security created by this deed any other Encumbrance discoverable by an inspection of the charges register of title SYK439561

No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it

No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property

No interference in enjoyment

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

No overriding interests

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

No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in Schedule 1 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets

19. NOTICES

19.1 Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter.

19.2 The address and fax number of the Chargee for any communication or document to be made or delivered under or in connection with this Charge is.

Address Linwood, Wrensfield, Hemel Hempstead, HP1 1RN (Ref: Neil Deshpande)

or any substitute address, fax number as the Chargee may notify to the other parties by not less than five Business Days' notice.

19 3 The address of the Chargor for any communication or document to be made or delivered under or in connection with this Charge is:

Address: Solomon Taylor & Shaw, 3 Coach House Yard, London NW3 1QF.

or any substitute address as the Chargor may notify to the other parties by not less than five Business Days' notice

19 4 Subject to clause 18 1 5 below, any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective:-

- 19.4.1 if by way of fax, when received in legible form, or
- 19.4 2 if by way of letter, when it has been delivered to the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
- 19 5 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee.
- 19.6 The Chargee may rely upon any communication by telephone, fax or email purporting to be on behalf of the Chargor by anyone notified to the Chargee as being authorised to do so, without enquiry by the Chargee as to authority or identity. The Chargor agree to indemnify the Chargee against any liability incurred or sustained by the Chargee as a result.
20. **MISCELLANEOUS**
- 20 1 The Chargee may freely and separately assign or transfer any of its rights under this Charge or otherwise grant an interest in any such rights to any person or persons. On request by the Chargee, the Chargor shall immediately execute and deliver to the Chargee any form of instrument required by the Chargee to confirm or facilitate any such assignment or transfer or grant of interest
- 20 2 The Chargor must not assign, novate or otherwise deal with any rights, interests or obligations under this Charge.
- 20 3 No delay or omission on the part of the Chargee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 20 4 The Chargee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient
- 20 5 Any waiver by the Chargee of any terms of this Charge or any consent or approval given by the Chargee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 20 6 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 20.7 Any certificate or determination of the Chargee as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.

20 8 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Charge. The power of the Chargee to appoint an administrator in accordance with clause 10.1 shall arise where the security constituted by this Charge (together with any other security given by the Chargee to the Chargor) satisfies anyone or more of the provisions of sub-paragraphs 14(3) (a), (b) or (c) of the said Schedule B1

21 **THIRD PARTIES**

Subject as set out in this Charge nothing in this Charge confers or is intended to confer on any person who is not a party to this Charge or has not adhered by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contract (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible

22 **LAW AND JURISDICTION**

22.1 This Charge shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

23. **REGISTERED LAND**

The Chargor hereby apply to the District Land Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 DEC 2015 in favour of Momenta Property Solutions Limited referred to in the charges register.'

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE 1

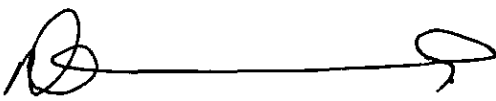
The Property

Means the freehold property known as Knabbs Hall, Knabbs Lane, Silkstone Common and registered at the Land Registry with title SYK439561

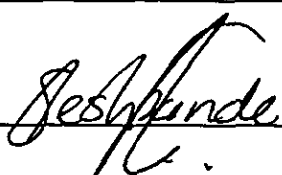
**IMPORTANT YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS
LEGAL DOCUMENT.**

EXECUTED as a DEED by MOMENTA PROPERTY SOLUTIONS LIMITED

acting by: (name) NEIL DESHPANDE Director

Signature 

and (name) SEEMA DESHPANDE Director/Secretary

Signature. 
7/12/2015

EXECUTED as a DEED by ROCKSTAR HORSES LIMITED

acting by: (name) _____ Director

in the presence of:

Witness Occupation

Witness Address

DATED 7 DECEMBER 2015

(1) ROCKSTAR HORSES LIMITED

and

(2) MOMENTA PROPERTY SOLUTIONS LIMITED

THIRD PARTY LEGAL CHARGE

We hereby certify this
to be a true copy of the
original document
SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
London NW3 1QF

STS 11.12.15.

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THIS LEGAL CHARGE is dated

7 DECEMBER

2015

and made **BETWEEN:**

- (1) **ROCKSTAR HORSES LIMITED** (Company No. 09130048) of 17 Hanover Square, London W1S 1BN (the "Chargor"), and
- (2) **MOMENTA PROPERTY SOLUTIONS LIMITED** a company incorporated in England and Wales with incorporation number 8707306 whose registered office is situated at c/o Optimise Accountants, 2d Derby Road, Sandiacre, NG10 5HS (the "Chargee")

BACKGROUND

- (A) The Lender has agreed pursuant to the Loan Agreement to provide the Borrower with loan facilities on a secured basis
- (B) This deed provides security which the Chargor has agreed to provide to the Chargee for the loan facilities to be made available to the Borrower under the Loan Agreement together with any future loan facilities made available to the Borrower by the Lender

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge:

"**Borrower**" means Shepherd Cox Limited (Company Registration No 08570064) of 17 Hanover Square, London W1S 1BN;

"**Borrower's Obligations**" means all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Borrower (whether as principal or surety) to the Chargee

"**Business Day**" means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London.

"**Charge**" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge

"**Charged Property**" means the property, assets, debts, rights and undertaking charged to the Chargee by this Charge and includes any part thereof or interest therein

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which the Chargor or any Receiver may charge or incur in relation to the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

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

"Interest Rate" is 22% per annum.

"Loan Agreement" means a loan agreement dated ^{7 DECEMBER} made between (1) the Borrower and (2) the Chargee.

"Property" means the freehold property referred to in Schedule I and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it.

"Receiver" means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

"Secured Liabilities" shall mean:

- (i) the Borrower's Obligations; and
- (ii) all other monies and liabilities expressed to be secured hereby and all other obligations and liabilities of the Chargor under this Charge

12 Interpretation

In this Charge:

- (a) the expressions "Borrower" and "Chargor" where the context admits, include their respective successors in title and assigns;
- (b) Clause headings are for case of reference only and are not to affect the interpretation of this Charge,
- (c) words importing the singular are to include the plural and vice versa,
- (d) "including" shall not be construed as limiting the generality of the words preceding it;
- (e) any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force,

2. SECURITY

- 2.1 The Chargor charges to the Chargee with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities
- (a) by way of legal mortgage the Property and all buildings and fixtures from time to time on the Property
 - (b) by way of floating charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property.
 - (c) by way of assignment the goodwill of any business carried on by the Chargor at the Property
 - (d) by way of assignment all amounts now or hereafter owing to the Chargor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Property together with in each case, the proceeds thereof and all rights to recover the same, provided that upon payment to the Chargee in full of the Secured Liabilities the Chargee shall re-assign the benefit of such amounts to the Chargor
- 2.2 The Chargor hereby assign absolutely to the Chargee with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Chargor of all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge
- 2.3 The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Chargee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realization of the Charged Property or the exercise of any of the rights vested in the Chargee or any Receiver
- 2.4 The Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities

3. RESTRICTIONS

- 3.1 The Chargor shall not without the prior written consent of the Chargee, such consent not to be unreasonably withheld or delayed
- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
 - (b) sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Charged Property or agree to do any of the foregoing,

- (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing (save that the Chargee's execution of this Charge shall act as consent for all tenancies notified to it prior to the date hereof)

3.2 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person

4. COVENANTS BY THE CHARGOR

4.1 The Chargor covenants with the Chargee at all times during the continuance of this security.

- (a) *Repair* To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Chargee free access at all times on reasonable notice to view the state and condition of the Property and if the Chargor shall fail to do so the Chargee may at any time thereafter enter upon the Property or any part thereof (without the Chargee being thereby rendered liable to account as mortgagee in possession) to execute such repairs as in the reasonable opinion of the Chargee may be necessary and the Chargor will on demand pay to the Chargee all expenses incurred by the Chargee and will pay interest calculated on a daily basis at the Interest Rate from the date of demand until repayment of all monies
- (b) *Insurance* To keep the Charged Property insured with such insurer and against such risks as the Chargee may require and to the Chargee's satisfaction for their full replacement value with the Chargee's interest noted on the policy, or at the Chargee's option with the Chargee named as co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Chargee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances
- (c) *Proceeds* To apply any insurance proceeds (if the Chargee requires them to be so applied) in making good the loss or damage to the Charged Property or at the Chargee's option in or towards the discharge of the Secured Liabilities and pending such application the Chargor will hold such proceeds in trust for the Chargee.
- (d) *Alterations* Not without the previous written consent of the Chargee (such consent not to be unreasonably withheld) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

- (e) *Planning* To comply with all relevant licences, consents, permissions and conditions from time to time granted or imposed by the Planning Acts and not without the prior written consent of the Chargee make any planning application or enter into any planning agreement with any relevant planning authority affecting the Property
- (f) *Value Added Tax* The Chargor warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Chargee
- (g) *Alienation* not without the prior written consent of the Chargee to assign, transfer, mortgage or otherwise howsoever dispose of the Property or grant any rights or create any other encumbrances howsoever affecting the Property.
- (h) *Value* Not to do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Chargee of the security created by this Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property

5. **UNENFORCEABILITY OF BORROWER' S LIABILITIES**

Any money and liabilities which, but for the circumstances set out in this clause 5, would form all or part of the Borrower's Obligations and which cannot be recovered or cannot for the time being be recovered by the Chargee from the Borrower for any reason whatsoever including (without prejudice to the generality of the foregoing):

- (a) any legal disability or incapacity of the Borrower;
- (b) any invalidity or illegality affecting any of such money or liabilities;
- (c) any want of authority in any person purporting to act on behalf of the Borrower,
- (d) any provision of bankruptcy or insolvency law,
- (e) the death, mental incapacity, bankruptcy, administration, liquidation or dissolution of the Borrower or the inability of the Chargee to make effective demand on the Borrower as a result of such death, mental incapacity, bankruptcy, administration, liquidation or dissolution of the Borrower,
- (f) the passage of time under any relevant Limitation Act;
- (g) any moratorium or any statute, decree or requirement of any governmental or other authority in any territory,
- (h) any inability of the Borrower to acquire or effect payment in the currency or currency unit in which any such money or liabilities are denominated or to effect payment in the place where any such money or liabilities are or are expressed to be payable,

- (i) the making, implementation or effect of any arrangement whereby, notwithstanding that security taken by the Chargee from the Borrower, any Chargor or any surety may be ranked ahead of security held by any third party, the Chargee is obliged to account for any money received from or in respect of the Chargee's security to such a third party or to share any such money with such a third party,
- (j) any event of force majeure or any event frustrating payment of such money or liabilities, or
- (k) any other event or circumstance (apart from payment or express release of the Borrower's Obligations) which would constitute or afford a legal or equitable discharge or release of, or defence to, a guarantor or indemnifier

shall nevertheless be secured by and recoverable under this Charge, whether any such reason or circumstance shall have been made known to the Chargee before or after such money or liabilities were incurred

6 DEALINGS BY THE CHARGEES WITH THE BORROWER AND OTHERS

6.1 The Chargee may without any consent from the Chargor and without affecting this Charge, do all or any of the following

- (a) grant, renew, vary, increase, extend, release or determine any facilities, products or services given or to be given to the Borrower or any other person or the terms and conditions relating thereto and agree with the Borrower or any such person as to the application thereof,
- (b) hold, renew, modify or release or omit to take, perfect, maintain or enforce any security or guarantee or right (including without limitation any rights as to the making, collection, allocation or application of recoveries in respect of any security or guarantee) now or hereafter held from or against the Borrower or any other person in respect of any of the Borrower's Obligations, and/or
- (c) grant time or indulgence to or settle with or grant any waiver or concession to the Borrower or any other person

6.2 This Charge shall not be affected or discharged by anything which would not have discharged or affected it if the Chargor had been a principal debtor to the Chargee. In particular, but without limitation, the Chargee may release any surety of any of the Borrower's Obligations and may discharge any security held by the Chargee as security for the liabilities of any such surety or the Borrower, notwithstanding that the Chargor may have a claim for contribution against such surety or the Borrower and notwithstanding that the Chargor may claim to be subrogated to the Chargee's rights under such security

7 CLAIMS OF THE CHARGOR AGAINST THE BORROWER AND OTHERS

Until all the Borrower's Obligations shall have been paid or discharged unconditionally and irrevocably in full to the satisfaction of the Chargee, the Chargor shall not by virtue of any such payment or by any other means or on any other ground (save as hereinafter provided):

- (a) claim any set-off or counter-claim against the Borrower in respect of any liability of the Chargor to the Borrower,
- (b) make any claim or enforce any right against the Borrower or prove in competition with the Lender in respect of any such claim or right,
- (c) accept repayment from the Borrower of any amounts owed by the Borrower to the Chargor,
- (d) be entitled to claim or have the benefit of any proof against or dividend, composition or payment by the Borrower or in the bankruptcy, voluntary arrangement, administration or liquidation of the Borrower;
- (e) be entitled to claim or have the benefit of any security or guarantee now or hereafter held by the Chargee for any of the Borrower's Obligations or to have any share therein, or
- (f) claim or enforce any right of contribution against any surety of the Borrower;

PROVIDED that.

- (i) sub-clauses 7(a), (b) and (c) shall only apply after the date that demand has been made on the Chargor under this Charge or the power of sale has arisen under this Charge or after the date of discontinuance (whichever is the earlier), and
- (ii) if the Chargor shall have any right of proof or claim in the bankruptcy, voluntary arrangement, administration or liquidation of the Borrower, the Chargor shall if the Chargee so requires exercise such right of proof or claim on behalf of the Chargee and hold any dividend or other money received in respect thereof upon trust for the Chargee to the extent of the Secured Liabilities, and

the Chargor shall in like manner hold upon trust for the Chargee to the extent of the Secured Liabilities any money which the Chargor may receive or recover from any surety by virtue of any right of contribution and any money which the Chargor may receive but should not have received by reason of any of sub-clauses 7(a) to (f) inclusive.

8 SECURITY HELD BY THE CHARGOR

- 8.1 The Chargor confirm that it has not taken and undertakes that it will not take any security from the Borrower or from any surety in respect of this Charge without the prior written consent of the Chargee

- 8.2 Without prejudice to clause 8.1 any security now or hereafter held by or for any Chargor from the Borrower or any surety shall be held in trust for the Chargee as security for the Secured Liabilities, and the Chargor shall upon request by the Chargee forthwith deposit such security with the Chargee or assign the same to the Chargee and/or do whatever else the Chargee may consider necessary or desirable in order to permit the Chargee to benefit from such security to the extent of the Secured Obligations

9 ENFORCEMENT

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Chargee shall have demanded payment of any of the Secured Liabilities or after any breach by the Chargor of any of the provisions of this Charge

10 APPOINTMENT AND POWERS OF RECEIVER OR ADMINISTRATOR

- 10.1 At any time after this charge has become enforceable or if requested by the Chargor, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be an administrator or joint administrator of the Chargor or a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 10.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 10.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely
- (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property,
 - (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit,
 - (c) to borrow moneys from the Chargee or others on the security of the Charged Property for the purpose of exercising any of his powers,

- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect,
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property,
- (f) to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient,
- (g) to make and effect all repairs and improvements,
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- (i) carry on any business at any time carried on by the Chargor at the Property;
- (j) to purchase materials, tools, equipment, goods or supplies,
- (k) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,
- (l) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 10 4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it

11 CHARGEES' LIABILITY

- 11 1 In no circumstances shall the Chargee be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received by the Chargee

- 11.2 In no circumstances shall the Chargee be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Chargee its officers, employees or agents in relation to the Charged Property or in connection with this Charge.**

12 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

13 POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargee are hereby extended so as to authorise the Chargee whether in the name of the Chargee or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor 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 Chargee (in its absolute discretion) shall think fit.

14 POWER OF ATTORNEY

14 1 The Chargor hereby irrevocably appoints the Chargee and the Receiver jointly and also severally the Attorney and Attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and 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 referred to in or otherwise in connection with this Charge. The Chargor ratify and confirm and agree to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

14 2 The power of attorney hereby granted is irrevocable and is granted by way of security for value as part of the security constituted by this Charge.

15 CHARGEES RIGHTS

15 1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise.

15 2 The Chargor agree that at any time after this Charge becomes enforceable:

- (a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Chargee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities,
- (b) the Chargee may as agent of the Chargor remove and sell any chattels on the Property.

15.3 This Charge is granted in favour of the Chargee for itself and as Chargee on behalf of the Syndicate Members

15.4 The perpetuity period applicable to this Charge shall for the purposes of the Perpetuities and Accumulations Act 1964 be the period of 125 years

16. COSTS AND INDEMNITY

16.1 All costs, charges and expenses incurred by the Chargee in relation to this Charge or the Secured Liabilities shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property.

16.2 The Chargee and every Receiver, attorney or other person appointed by the Chargee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Chargee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

17. CONTINUING SECURITY

17.1 This Charge shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Chargee may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

17.2 Section 93 of the Law of Property Act 1925 shall not apply to this Charge.

18. WARRANTIES

The Chargor makes the representations and warranties set out in this clause 18 to the Lender on the date of this deed

Ownership of Charged Property

The Chargee is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

No Security

The Charged Property is free from any Encumbrance other than the Security created by this deed any other Encumbrance discoverable by an inspection of the charges register of title SYK439561

No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it

No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property

No interference in enjoyment

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

No overriding interests

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

No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in Schedule 1 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

19. NOTICES

19.1 Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter

19.2 The address and fax number of the Chargee for any communication or document to be made or delivered under or in connection with this Charge is

Address Linwood, Wrensfield, Hemel Hempstead, HP1 1RN (Ref. Neil Deshpande)

or any substitute address, fax number as the Chargee may notify to the other parties by not less than five Business Days' notice

19.3 The address of the Chargor for any communication or document to be made or delivered under or in connection with this Charge is.

Address Solomon Taylor & Shaw, 3 Coach House Yard, London NW3 1QF

or any substitute address as the Chargor may notify to the other parties by not less than five Business Days' notice

19.4 Subject to clause 18.1.5 below, any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective -

- 19 4 1 if by way of fax, when received in legible form, or
- 19 4 2 if by way of letter, when it has been delivered to the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
- 19 5 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee
- 19 6 The Chargee may rely upon any communication by telephone, fax or email purporting to be on behalf of the Chargor by anyone notified to the Chargee as being authorised to do so, without enquiry by the Chargee as to authority or identity. The Chargor agree to indemnify the Chargee against any liability incurred or sustained by the Chargee as a result
- 20 **MISCELLANEOUS**
- 20 1 The Chargee may freely and separately assign or transfer any of its rights under this Charge or otherwise grant an interest in any such rights to any person or persons. On request by the Chargee, the Chargor shall immediately execute and deliver to the Chargee any form of instrument required by the Chargee to confirm or facilitate any such assignment or transfer or grant of interest.
- 20 2 The Chargor must not assign, novate or otherwise deal with any rights, interests or obligations under this Charge
- 20.3 No delay or omission on the part of the Chargee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 20 4 The Chargee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient
- 20 5 Any waiver by the Chargee of any terms of this Charge or any consent or approval given by the Chargee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 20 6 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 20 7 Any certificate or determination of the Chargee as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor

20.8 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Charge. The power of the Chargee to appoint an administrator in accordance with clause 10.1 shall arise where the security constituted by this Charge (together with any other security given by the Chargee to the Chargor) satisfies anyone or more of the provisions of sub-paragraphs 14(3) (a), (b) or (c) of the said Schedule B1.

21 **THIRD PARTIES**

Subject as set out in this Charge nothing in this Charge confers or is intended to confer on any person who is not a party to this Charge or has not adhered by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contract (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible.

22. **LAW AND JURISDICTION**

22.1 This Charge shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

23. **REGISTERED LAND**

The Chargor hereby apply to the District Land Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated ~~7 April~~ 7 April 2015 in favour of Momenta Property Solutions Limited referred to in the charges register.'

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written

SCHEDULE 1

The Property

Means the freehold property known as Knabbs Hall, Knabbs Lane, Silkstone Common and registered at the Land Registry with title SYK439561

**IMPORTANT YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS
LEGAL DOCUMENT.**

EXECUTED as a DEED by MOMENTA PROPERTY SOLUTIONS LIMITED

acting by: (name) _____ Director

Signature. _____

and (name) _____ Director/Secretary

Signature. _____

EXECUTED as a DEED by ROCKSTAR HORSES LIMITED

acting by (name) Sardahib _____ Director

in the presence of.



Witness Occupation

consultant

Witness Address

36 Moore end lodge , Hemel Hempstead , hp1 1a1