



Registration of a Charge

Company name: **COURTS HOLDINGS LIMITED**

Company number: **10728989**



X72IQ1WA

Received for Electronic Filing: **26/03/2018**

Details of Charge

Date of creation: **15/03/2018**

Charge code: **1072 8989 0001**

Persons entitled: **ROY KENNETH MCCAFFERTY AND KAREN LESLEY MCCAFFERTY**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS UNIT 17 CUFAUDE
BUSINESS PARK, BRAMLEY, HAMPSHIRE RG26 5DL REGISTERED AT H
M LAND REGISTRY WITH TITLE NUMBER HP676375**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEX HOOKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10728989

Charge code: 1072 8989 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2018 and created by COURTS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2018 .

Given at Companies House, Cardiff on 27th March 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15th March 2018

ROY KENNETH MCCAFFERTY and KAREN LESLEY MCCAFFERTY

and

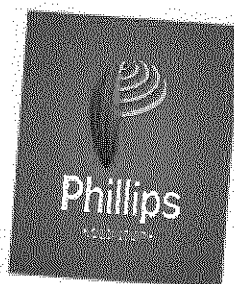
COURTS HOLDINGS LIMITED

LEGAL CHARGE

RELATING TO

Property address

Units 17 Cufau de Business Park Bramley Hampshire RG26 5DL



PHILLIPS SOLICITORS LIMITED
TOWN GATE
38 LONDON STREET
BASINGSTOKE
HAMPSHIRE
RG21 7NY
Tel: 01256 460830
Fax: 01256 854638
www.phillips-law.co.uk

THIS LEGAL CHARGE is made the 15th day of March 2018

BETWEEN

1. **ROY MCCAFFERTY AND KAREN LESLEY MCCAFFERTY** both of 2 Seton Drive, Hook, Hampshire, RG27 9QS (Lender)
2. **COURTS HOLDINGS LIMITED (CRN10728989)** whose registered office is at 23 Old Bath Road Newbury Berkshire RG14 1QL 4TR (Chargor);

WHEREAS:

- A The Chargor is entitled to be registered at HM Land Registry as the proprietor of the Property free from encumbrances
- B The Lender has provided loan facilities to the Chargor so as to enable the purchase of the Property and the Chargor has agreed the repayment thereof secured on the terms and conditions contained or referred to in this Charge

NOW THIS DEED WITNESSES as follows:-

1 Definitions and Interpretation

- 1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in the Facility Agreement.
- 1.2 Definitions

In this Charge:

- "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.
- "Default Rate" means 10% per annum compounded monthly.
- "Encumbrance" means any mortgage charge lien assignment security interest or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.
- "Enforcement Event" means any of the events or circumstances described in clause 12.

"Environmental Laws"	means all laws, directions, regulations, codes or practice, guidance notes, circulars (in the case of guidance notes and circulars having the force of law) and the like concerning the protection of the environment, human health or working conditions.
"Environmental Licence"	means any permit, licence, authorisation, consent or other approval required by any Environmental Law.
"Expenses"	means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Chargor or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Property and/or breach of any provision of, and the protection realisation or enforcement of, this Charge in each case on a full indemnity basis.
"Facility Agreement"	means a Loan Agreement dated the day of 2018 made between the Lender (1) and the Chargor (2) and any variation amendment or extension thereof or supplemental thereto from time to time in force.
"Full Title Guarantee"	has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.
"Insured Risks"	means fire storm lightning earthquake explosion aircraft riot civil commotion malicious damage impact terrorism aircraft and other aerial devices or articles dropped there-from tempest flood bursting and overflowing of water tanks apparatus or pipes and damage by or resulting from vehicular impact subsidence heave landslip and all such other risks as the Lender shall reasonably from time to time require.
"LPA"	means the Law of Property Act 1925.
"Planning Acts"	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them.
"Property"	means the freehold land and premises referred to in Part 1 of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and including all buildings from time to time situate on it.
"Prior Charge"	means the Encumbrances (if any) existing at the date of this Charge, details of which are set out in Part III of the Schedule.

"Receiver"	means a receiver and/or manager or receivers and managers and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise.
"Rental Income"	means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Chargor in respect of or arising out of any lease or letting of the Property or otherwise without limitation derived by the Chargor from the Property or otherwise paid to or received by the Chargor from the Property or otherwise paid to or received by the Chargor in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charge or the like.
"Secured Liabilities"	means all moneys obligations and liabilities which may now or at any time in the future be due owing or incurred by the Chargor to the Lender under the terms of the Facility Agreement or this Charge whether present or future actual or contingent

1.3 Interpretation

In this Charge:

- (a) references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge;
- (b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular are to include the plural and vice versa;
- (d) references to a person are to be construed to include references to a corporation, firm, Chargor, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (e) references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- (f) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (g) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (h) where the "Chargor" consists of two or more parties:

- (i) such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them;
- (ii) all covenants charges agreements and undertakings expressed or implied on the part of the Chargor in this Charge shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties;
- (iii) each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and
- (iv) The Lender may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise.

2. Covenant to Pay

2.1 The Chargor covenants with the Lender that the Chargor will pay to the Lender or discharge the Secured Liabilities on the due date or dates for payment.

2.2 If the Chargor fails to discharge the Secured Liability when due the Chargor shall pay to the Lender on demand interest on such Secured Liability at the Default Rate, in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) which interest shall accrue from date to date and may be compounded quarterly on the usual quarter days to the extent that it shall remain unpaid.

3. Security

3.1 The Chargor charges the Property to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities.

3.1.1 by way of first and only legal charge of the Property (with the intent that the security hereby constituted shall extend to and include the Chargor's full interest in the Property and/or in the proceeds of sale thereof);

3.1.2 by way of assignment, the Rental Income and the benefit to the Chargor of all other rights and claims to which the Chargor is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such person;

3.1.3 by way of assignment

(a) the benefit of all guarantees, warranties, and representations given or made by and any rights or remedies against the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or Chargor now or from time to time under the contract with or under a duty to the Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

(b) all right, title and interest of the Chargor in and to all payments made under any and all present and future Insurance policies in respect of the Charged Property;

provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession;

3.2 The charge created by this charge shall rank as first and only charge and the Chargor shall not during the continuance of this charge enter into or grant any subsequent charges to be secured on the Property.

3.3 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 Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any Receiver.

4. Further Advances

This Charge is not intended to secure further advances as provided under or pursuant to the Facility Agreement

5. Discharge

If the Chargor shall pay to the Lender the Secured Liabilities in accordance with the covenants contained in this Charge the Lender at the request and cost of the Chargor will duly discharge this Charge.

6. Restrictions

The Chargor shall not without the prior written consent of the Lender:

(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 or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing;

(c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;

(d) 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;

7. Deposit of Title Deeds

The Chargor shall deposit with the Lender and during the continuance of this security the Lender shall be entitled to hold all deeds and documents of title relating to the Property and (if required by the Lender) all policies of insurance in relation to the Property.

8. Representation and Warranties

The Chargor represents and warrants to the Lender (and such representations and warranties shall be deemed to be repeated on each day until all Security Liabilities are fully and unconditionally paid or discharged) that, save as disclosed in any certificate of title or report on title provided to the Lender in respect of the Property:

- (a) It is the legal and beneficial owner of the Property;
- (b) there subsists no breach of any law or regulation which materially and adversely affects or would affect the value of the Property;
- (c) there are no covenants agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which materially or adversely affect the Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property;
- (e) no facility necessary for the enjoyment and use of the Property is enjoyed on terms entitling any person to terminate or curtail its use;
- (f) it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Property; and
- (g) to the best of its knowledge, no waste or noxious, offensive or dangerous substance has been used, disposed of, produced, stored or deposited under, on or in, or emitted from the Property

9. Covenants by the Chargor

The Chargor covenants with the Lender at all times during the continuance of this security

- (a) *Repair* To keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or upon the Property in good repair and condition being not less than existing at the date hereof and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.
- (b) *Insurance* To insure and keep insured the Charged Property against loss or damage by the Insured Risks to its full replacement value from time to time together with value added value added tax architects surveyors and other professional fees in such amount as the Lender shall from time to time require and the costs and expenses of preparing the site including shoring up demolition and site clearance and loss of rents payable by the tenants or other occupiers of any Property for a period of

three years or for such longer period as the Lender shall from time to time require in such office or offices and on such terms as the Lender shall approve including a mortgagee protection clause and such other provisions for the protection of the Lender as it may require with the Lender's interest noted on the policy provided that where the insurance on the Property is effected by some other third party the Lender shall not require the Chargor to effect separate insurance on the Property so long as such insurance complies with the provisions of this Clause and is on terms reasonably satisfactory to Lender;

- (i) to maintain in such office or offices as the Lender shall approve such insurance in respect of employers' liability public liability and liability under the Defective Premises Act 1972 the Lender shall require;
 - (ii) punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Lender the policy or policies of all such insurances and the receipt for every such payment and all moneys received under any policy or policies of insurance whether maintained or effected by the Chargor, the Lender or by a third party and whether or not in pursuance of the Chargor's obligations under this Charge shall be applied, at the Lender's option, but subject to the rights of any lessor under the Lease or the rights of any prior chargee either in making good the loss or damage to the Property (any deficiency being made good by the Chargor) or towards the discharge of the Secured Liabilities and any such moneys received by the Chargor shall be held by the Chargor on trust for the Lender accordingly;
 - (iii) to comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.
- (c) *Outgoings* To pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property.
- (d) *Covenants and stipulations* To perform and observe all covenants, restrictions, stipulations, provisions, regulations, conditions and agreements affecting the Property or the use or enjoyment of it.
- (e) *Alterations* Not without the previous written consent of the Lender to demolish pull down remove or permit or suffer to be demolished pulled down or removed any building 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 structure or material alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property provided always that the Chargor may carry out alterations undertaken in accordance with a valid planning permission first supplied in writing to the Lender without need for the Lender's approval.
- (f) *Development* Where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefore and to

produce all plans and specifications in relation to such development to the Lender for approval and not to amend such plans and specifications.

(g) *Planning*

- (i) to comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed thereunder;
- (ii) not without the prior consent of the Lender to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar Act;
- (iii) to comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be reasonably required by the Lender and to pay to the Lender in reduction of the Secured Liabilities any compensation received as a result of any such notice or order.

(h) *Right of entry* To permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times after at least twenty-four hours prior notice except in case of emergency to view the state of repair and condition of the Property.

(i) *Statutory Notices* Within ten days of the receipt of notice of the same by it give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal having specific application to the Charged Property or to the area in which it is situate given or made by any planning authority or other public body or authority whatever or in pursuance of the powers conferred by any other statute and to comply immediately with the terms thereof or if the Lender so requires or approves and at the Chargor's cost to make such objections or representations against or in respect of such notice or order as the Lender may require and any compensation received by the Chargor as a result of any such notice or order shall in the Lender's absolute discretion be applied in reduction of the Secured Liabilities.

(j) *Information* On request to produce to or provide for the Lender such documents or information relating to the Property as the Lender may require and promptly deliver to the Lender a copy of any notice or proceedings served by any person on the Chargor relating to any Charged Property or alleging any breach of any obligations relating to any Charged Property.

(k) *Statutes* To comply with all obligations under any present or future statute, regulation, order or instrument or under bye laws regulations or requirements of any competent authority or approvals licences or consents relative to the Property or its use or enjoyment.

(l) *Leases* Where the Property is leasehold or tenancy (referred to below as the "occupational lease");

- (i) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupation lease to be observed by the lessor;

- (ii) to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupation lease;
 - (iii) not to waive, release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Lender;
 - (iv) if the Chargor shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Chargor shall give immediate notice of such event in writing to the Lender and at the request of the Lender and at the expense of the Chargor take such steps as the Lender may in its absolute reasonable discretion require.
 - (v) not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Lender such consent not to be unreasonably withheld or delayed.
- (m) *Indemnity* To keep the Lender (and any Receiver appointed by the Lender) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including Value Added Tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations warranties or undertakings on the part of the Chargor contained in this Charge or the making good or any such breach or non-observance or non-performance.
- (n) *Value Added Tax* The Chargor 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 or will not revoke any election made prior to the date of this charge without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed.
- (o) *Prior charges* Duly and punctually to pay all sums payable in respect of the Prior Charge (subject to any applicable agreement or arrangement as to priorities) and from time to time to produce to the Lender on demand the receipts for every such payment.
- (p) *Licences* The Chargor will use all reasonable endeavours to maintain all licences and procure all renewals of licences necessary or desirable in relation to the Property.
- (q) *Not prejudice value* not to do or cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the value to the Lender of the Property or incur any expenditure or liability of an exceptional or unusual nature;
- (r) *Overriding interests* not without the prior written consent of the Lender to create or permit to arise or subsist any overriding interest under the Land Registration Acts 1925 to 2006 in relation to the Property nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property hereby charged or other Charged Property thereon;

(s) *Notice of assignment* to serve notice on any person who is a party to a document or proceeding involving the Chargor the benefit of which has been assigned or charged (in any manner whatsoever) to the Lender under this charge of the Lender's interest in the Property such notice to be in such form as the Lender may require and to use its best endeavours to procure that such person acknowledges receipt of the notice.

10. Environmental Matters

10.1 The Chargor covenants with the Lender that during the continuance of this security the Chargor shall at all times acquire and maintain all relevant Environmental Licences required by its ownership, use or occupation of the Property and will comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and will not knowingly do or permit any act or omission whereby any such Environmental Licence would be liable to be varied or revoked;

10.2 promptly upon receipt of the same to notify the Lender of any Environmental claim;

10.3 the Chargor will keep the Lender (and every Receiver, attorney, manager, agent and other person duly appointed by the Lender hereunder) fully and effectually indemnified from and against all liabilities, losses (including consequential losses), costs, charges and expenses caused wholly or partly, directly or indirectly by:

(a) the creation, imposition, recording or registration of any mortgage, charge, encumbrance or security interest over the Property securing the reimbursement to or recovery by any third party of any costs, expenses or other sums incurred in consequence of a breach, contravention or violation of any Environmental Law or the release, discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such mortgage, charge, encumbrance or other security interest;

(b) the making of any Environmental Claim against the Lender and/or any Receiver or other such person(s) or the Chargor in respect of the Property and/or any business operations or activities thereon;

(c) any liability or potential liability upon the Lender and/or any Receiver or other such person(s) to remedy, clean-up or make good any breach, contravention or violation of any Environmental Law by the Chargor or any harm, actual or potential, to the environment caused directly or indirectly by any release, emission or discharge of any harmful or hazardous material from in or to the Property; and/or

(d) by reason of any breach of paragraph 10.1 above.

11. Power to Remedy

11.1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the reasonable satisfaction of the Lender or its surveyor the Lender may (but shall not be under any obligation so to do) serve a written notice on the Chargor advising it of such failure and the Chargor shall have such period as the Lender may specify to remedy the same failing which:

(a) the Chargor shall if required by written notice from the Lender within seven days assign to the Lender or as it may direct all the benefit and interest of the Chargor in any building contract sub-contract appointment of professional advisers and such other contracts or agreements as the Chargor may have relating to such building operations and will take or procure such action as is necessary or desirable to provide the Lender or the nominee of the Lender as aforesaid with privity of contract with such parties or contractors with whom the Borrower may have privity of contract and take all such other steps as the Lender may require to enable the Lender to procure the completion of the said building operations; and

(b) the Chargor shall permit the Lender at the Chargor's cost to complete or procure the completion of the said building operations

In both cases with power for the Lender and the person authorised by the Lender to enter upon the Property for any of the above purposes without thereby becoming a mortgagee in possession.

11.2 If the Chargor fails to perform or observe any covenant or condition in its part contained in this Charge, it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Chargor's cost.

(a) to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary; and/or

(b) to take such steps, give such notices, execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice, order, direction permission or proposal, given served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value; and/or

(c) to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary; and/or

(d) to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary in that behalf but without thereby becoming a mortgagee in possession.

12 Enforcement Events

12.1 If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Lender and the Lender shall cease to be under any further obligation to the Chargor:

(a) the Chargor fails to pay any of the Secured Liabilities when due; or

(b) the Chargor commits any breach of any of the covenants or any other provision of this Charge and either such breach is in the opinion of the Lender not capable of remedy or such breach is in the opinion of the Lender capable of remedy and is not remedied within 14 days after the date of notice by the Lender requiring such remedy; or

- (c) any representation or warranty made or deemed to be made or repeated by the Chargor in or pursuant to this Charge is or proves to have been untrue or incorrect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time; or
- (d) an encumbrancer takes possession or a receiver or manager or sequestrator is appointed of the whole or any part of the assets rights or revenues of the Chargor or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Chargor; or
- (e) the Chargor is or becomes, or is adjudicated or found to be insolvent or suspends payment of its debts or is deemed to be unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Chargor under any law regulation or procedure relating to reconstruction or adjustment of debts or receiver administrator or liquidator is appointed.

13 Enforcement

Section 103 of the LPA shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (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 LPA as to the giving of notice or otherwise at any time after the Lender 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.

14. Appointment and Powers of Receiver

14.1 At any time after the Lender 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 or the occurrence of an Enforcement Event or if requested by the Chargor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

14.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

14.3 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 LPA in the same was as if the Receiver had been duly appointed thereunder and by way of addition to but without limiting any general powers herein before referred to (and without prejudice to any of the Lender'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 Property and for that purpose to take any proceedings as he shall think fit;
- (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) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Lender or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit;
- (d) to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;
- (e) If the Property is leasehold to vary the terms of or surrender the lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal legal Charge over any such new lease in favour of the Lender in such form as the Lender may require;
- (f) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares, securities (of any other Chargor) or other investments payable at such time or times as he may in his absolute discretion think fit;
- (g) to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Chargor or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- (h) to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- (i) to make and effect all repairs and improvements to the Property;
- (j) to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same in relation to the Property;
- (k) to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Property;
- (l) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- (m) to appoint manager officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (n) 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.

14.4 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 as follows:

- (a) in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;**
- (b) in payment of his remuneration;**
- (c) in payment to the Lender of moneys whether for principal, interest or otherwise in arrear or accruing due under this Charge**

and any balance shall be paid to the person or persons entitled to it.

15. Lender's Liability

15.1 In no circumstances shall the Lender be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender.

15.2 In no circumstances shall the Lender 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 Property or from any act, default, omission or misconduct of the Lender or the Receiver or the officers employees or agents of either or both of them in relation to the Property or in connection with this Charge or the Facility Agreement

16. Protection of Third Parties

Any purchaser or any other person dealing with the Lender 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 property or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver.

17. Powers of Leasing

The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender 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 Lender (in its absolute discretion) shall think fit.

18. Power of Attorney

18.1 The Chargor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Chargor for the Chargor and either in the name of the Lender or the Receiver (as the case may be) or 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 ratifies and confirms and agrees 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.

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

19. Lender's Rights

19.1 All powers of the Receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise.

19.2 The Chargor agrees 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 Lender may sever any fixtures (other than trade machinery within the meaning of the Bills of Sale Act 1878) 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 provided that nothing contained in this clause shall constitute this charge a bill of sale over such fixtures;

(b) the Lender may as agent of the Chargor remove and sell any chattels on the Property and the Lender shall not have the right to retain or set-off such proceeds of sale against any indebtedness of the Chargor to the Lender;

(c) it shall be lawful for the Lender to enter into any arrangement or accept any composition in relation to the debts hereby charged without the concurrence of the Chargor and any such arrangement or composition shall be binding on the Chargor.

20 Costs and Expenses

20.1 The Chargor shall, on demand and on an indemnity basis, pay to the Lender the fair and reasonable costs properly incurred by the Lender:

(a) the amount of all costs and expenses (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:

(i) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Charge;

(ii) obtaining payment of the Secured Liabilities.

(b) all other moneys paid by the Lender in perfecting or otherwise in connection with this Charge or in respect of the Property including.

20.2 Such costs expenses and other moneys shall be recoverable from the Chargor as a debt and shall bear interest accordingly at the Default Rate and shall be charged on the Property.

21. Continuing Security

21.1 This Charge shall be a continuing security to the Lender 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 Property or to any other property or any other security which the Lender 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.

21.2 The continuing nature of the security hereby created shall not be determined or affected by notice to the Lender or the death or mental incapacity of the Chargor.

21.3 Section 93 of the LPA shall not apply to this Charge.

22. Set-Off

22.1 The Lender may, without notice to the Chargor, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by the Lender for the account of the Chargor in or towards satisfaction of the Secured Liabilities of any of them.

22.2 The Lender is not obliged to exercise any of its rights under this Clause which shall be without prejudice and in addition to any rights under the general law.

22.3 In this Clause "rights under the general law" means any right of set-off, combination or consolidation of accounts, lien or similar right which the Lender has under any applicable law.

23. Notices

23.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter, despatched as follows:

(a) if to the Lender, to its address specified at the head of this Charge

(b) if to the Chargor, to his address specified at the head of this Charge or his usual place of residence if different

or to such other address as may be notified in accordance with this clause by the relevant party to the other party for such purpose.

23.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) 48 hours after despatch and (if delivered personally) at the time of delivery or despatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day.

23.3 Any notices demands or other communication as aforesaid to be given by the Lender may be made by any person or firm acting as solicitor or solicitors for the Lender.

24. Transfers

24.1 This Charge is not freely assignable or transferable by the Chargor but may only be assigned with the prior written consent of the Lender.

24.2 The Lender may assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.

25. Miscellaneous

25.1 No delay or omission on the part of the Lender 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.

25.2 The Lender'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 Lender deems expedient.

25.3 Any waiver by the Lender of any terms of this Charge, or any consent or approval given by the Lender 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.

25.4 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.

25.5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities shall, in the absence of manifest error, be conclusive and binding on the Chargor.

26. Law and Jurisdiction

26.1 This Charge is governed by and shall be construed in accordance with English Law.

27. Registered Land

The Chargor hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property: "Except under an order of the Registrar no disposition by the Proprietor of the land is to be registered without the consent of the Proprietor for the time being of this Charge."

IN WITNESS whereof the parties have executed this Deed the day and year first before written

THE SCHEDULE

Part I

The Property

Freehold Property comprising Unit 17 Cufau de Business Park Bramley Hampshire RG26 5DL
registered with Title Number HP676375

Part II

The Lease


None

Part III

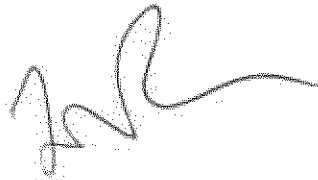
Prior Charge

None

**SIGNED as a deed by the
COURTS HOLDINGS LIMITED
In the presence of**


Director

Witness: Signature
 Name
 Address
 Occupation



**SIGNED as a DEED by the said
ROY MCCAFFERTY
in the presence of:**

Jonathan R. Pender, LLB
Solicitor
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

Witness: Signature
 Name
 Address
 Occupation

**SIGNED as a DEED by the said
KAREN LESLEY MCCAFFERTY
in the presence of:**

Witness: Signature
 Name
 Address
 Occupation