

# MR01

## Particulars of a charge

731693/283

laserform



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)


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

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

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

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

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. 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  
scanned and placed on the public record. **Do not send the original.**

FRIDAY



\*AAV6C316\*

A10

07/01/2022

#52

COMPANIES HOUSE

For official use

### 1 Company details

Company number 1 1 9 2 0 7 3 2  
Company name in full HONEY & HIVE MANAGEMENT LIMITED

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 5 0 1 2 0 2 2

### 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 WILLIAM FARMAN

Name LYNN FARMAN

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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## Particulars of a charge

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## Brief description

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

Brief description

The Annex and The Shires and land adjoining East Gate Farm Cottage, Rudston, Driffild, East Yorkshire YO25 4UX. For more details please refer to instrument

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

Please limit the description to the available space.

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## Other charge or fixed security

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

☐ Yes

☒ No

6

## Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

## Negative Pledge

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

☐ Yes

☒ No

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Trustee statement <sup>①</sup>

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

☐

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

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## Signature

Please sign the form here.

Signature

Signature

X *L. n. L.* X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name Mr. Anthony Walters

Company name Anthony Walters & Company

Address Barrington Chambers

Victoria Avenue

Post town Bishop Auckland

County/Region Durham

Postcode 

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Country United Kingdom

DX

Telephone 01388 662222



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

**DATED**

5<sup>TH</sup> JANUARY

**2022**

**HONEY & HIVE MANAGEMENT LTD.**

(1)

**WILLIAM FARMAN & LYNN FARMAN**

(2)

**LEGAL MORTGAGE**

relating to

**The Annex and The Shires and land adjoining East Gate Farm Cottage  
Rudston, Drifffield, East Yorkshire, YO25 4UX**

I CERTIFY THAT I HAVE  
INSPECTED THE ORIGINAL  
DOCUMENT AND THIS IS A  
TRUE COPY.

DATE: 6.1.2022  
Andrew Wadsworth & Co,

THIS MORTGAGE is dated the 5<sup>TH</sup> day of JANUARY 2022

**PARTIES**

- (1) **(Borrower) HONEY & HIVE MANAGEMENT LTD. (CRN 11920732)**  
whose Registered Office is situate at 30 Wharfedale Place, Harrogate HG2 0AY
- (2) **(Lender) WILLIAM FARMAN and LYNN FARMAN** of 5 The Baltic,  
Witton Park, Bishop Auckland, Co. Durham, DL14 0EP

**BACKGROUND**

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Repayment Date.
- (E) The parties wish to take advantage of one of the exclusions/exemptions set out in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (RAO).

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this mortgage.

Definitions:

**Business Day:** a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Event of Default:** any event or circumstance listed in Schedule 5

**Final Payment Date:** the date specified in Schedule 6 for repaying the loan.

**Interest:** Interest will be charged on the Loan at the rate of 2% per annum.

**Loan:** the sum of One Hundred and Sixty Five thousand Seven hundred and fifty pounds (£165,750)

**LPA 1925:** the Law of Property Act 1925.

**Property:** the Freehold property owned by the Borrower described in Schedule 1.

**Repayment Date:** the date specified in Schedule 6 for repaying the Loan.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan and this mortgage.

**Security Period:** the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.

A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

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

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

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

**2. LOAN**

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

**3. PURPOSE OF LOAN**

The Borrower shall use the Loan to purchase the Property.

**4. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default.

**5. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of legal mortgage.

**6. PERFECTION OF SECURITY**

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated the     day of     2021 in favour of WILLIAM FARMAN and LYNN FARMAN referred to in the charges register or their solicitor"

**7. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2 on each day during the Security Period.

**8. COVENANTS**

The Borrower covenants with the Lender in the terms set out in Schedule 3.

**9. POWERS OF THE LENDER**

The Lender shall have the powers set out in Schedule 4.

**10. ENFORCEMENT OF SECURITY**

**10.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

**10.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

**11. COSTS**

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

This mortgage on the Property.

Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.



**12. RELEASE**

On the expiry of the Security Period (but not otherwise), the Lender shall, take whatever action is necessary to release the Property from the security constituted by this mortgage.

**13. ASSIGNMENT AND TRANSFER**

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

**14. CONTINUING SECURITY**

**14.1 Continuing security**

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

**14.2 Rights cumulative**

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

**14.3 Waivers**

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

**14.4 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

**14.5 Delay**

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

**15. COUNTERPARTS**

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

**16. NOTICES**

Any notice or other communication given under, or in connection with, this mortgage must be in writing.

Any notice or other communication given or delivered under this mortgage must be:

- (a) delivered by hand;
- (b) sent by pre-paid first-class post or other next working day delivery service;

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

- (c) to the Borrower at: 30 Wharfedale Place, Harrogate HG2 0AY
- (d) to the Lender at: 5 The Baltic, Witton Park, Bishop Auckland, Co. Durham DL14 0EP

or as otherwise specified by the relevant party by notice in writing to each other party.

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

- (e) if delivered by hand, at the time it is left at the relevant address;
- (f) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting;

A notice or other communication given as described in clause 16(e) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**17. GOVERNING LAW**

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**18. JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**19. THIRD PARTY RIGHTS**

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1    Property**

All That freehold property known as The Annex and The Shires and land adjoining East Gate Farm Cottage, Eastgate, Rudston, Driffield, East Yorkshire YO25 4UX and registered with Title Absolute at HM Land Registry under title number YEA 5692 and YEA 5419

## **Schedule 2    Representations and warranties**

### **1.    OWNERSHIP OF PROPERTY**

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

### **2.    NO ENCUMBRANCES**

The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

### **3.    ADVERSE CLAIMS**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

### **4.    ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

### **5.    NO BREACH OF LAWS**

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

### **6.    NO INTERFERENCE IN ENJOYMENT**

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

### **7.    NO OVERRIDING INTERESTS**

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

### **8.    AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

### **9.    NO PROHIBITIONS OR BREACHES**

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

## **Schedule 3    Covenants**

### **Part 1. General covenants**

#### **1.    NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Borrower shall not at any time, except with the prior written consent of the Lender such consent not to be unreasonably withheld or delayed:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

#### **2.    PRESERVATION OF PROPERTY**

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

#### **3.    ENFORCEMENT OF RIGHTS**

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may reasonably require from time to time at the Lender's expense.

#### **4.    COMPLIANCE WITH LAWS**

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

#### **5.    NOTICE OF BREACHES**

The Borrower shall, as soon as practicable on becoming aware of any of the same, give the Lender notice in writing of any breach of

- (a) any representation or warranty set out in Schedule 2; and
- (b) any covenant set out in Schedule 3.

## **Part 2. Property covenants**

### **1. REPAIR AND MAINTENANCE**

The Borrower shall keep all fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

No alterations

2. The Borrower shall not, without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed:

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (b) make or permit to be made any structural alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of Schedule 3).

1.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

### **2. INSURANCE**

2.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by vehicles, malicious damage, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Lender reasonably requires to be insured against from time to time.

2.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2.1 of this Part 2, Schedule 3.

### **3. INSURANCE PREMIUMS**

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for

effecting and keeping up the insurance policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

**4. NO INVALIDATION OF INSURANCE**

The Borrower shall not knowingly do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

**5. INSURANCE POLICIES' PROCEEDS**

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

**6. LEASES AND LICENCES AFFECTING THE PROPERTY**

The Borrower shall not, without the prior written consent of the Lender which consent in the case of paragraph 6(d), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

**7. NO RESTRICTIVE OBLIGATIONS**

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of



the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property other than a restrictive covenant in favour of the Lender.

**8. PROPRIETARY RIGHTS**

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

**9. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Borrower shall:

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

**10. NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Borrower shall:

- 10.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 10.2 If the Lender so requires, immediately, and at the cost of the Lender if to do so would be adverse to the Borrowers interest, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender acting reasonably may desire.

**11. INSPECTION**

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

## **Schedule 4 Powers of the Lender**

### **1. POWER TO REMEDY**

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

### **2. EXERCISE OF RIGHTS**

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

## **Schedule 5    Events of Default**

### **1.    NON-PAYMENT**

The Borrower fails to pay any sum payable by it under this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1    An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2    An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under the Agreement or this mortgage.

### **2.    NON-COMPLIANCE**

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within fourteen (14) Business Days of the earlier of:

- 2.1    The Lender notifying the Borrower of the default and the remedy required.
- 2.2    The Borrower becoming aware of the default.

### **3.    MISREPRESENTATION**

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

### **4.    INSOLVENCY**

- 4.1    The Borrower enters into an Act of Insolvency.
- 4.2    For the purpose of this paragraph 4 an "Act of Insolvency" means any one or more of the following:
  - (a)    the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Borrower; or
  - (b)    the making of an application for an administration order or the making of an administration order in relation to the Borrower; or
  - (c)    the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with

the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Borrower; or

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Borrower; or
- (e) the commencement of a voluntary winding-up in respect of the Borrower, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Borrower; or
- (g) the striking-off of the Borrower or any guarantor from the Register of Companies or the making of an application for the Borrower to be struck-off; or
- (h) the Borrower otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies)

## **Schedule 6    Repayment**

### **1.    REPAYMENT**

The Borrower shall repay the Loan on the Repayment Dates and with the final payment to be paid on the Final Payment Date.

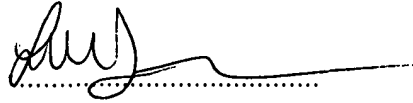
### **2.    REPAYMENT DATES**

300 monthly instalments of £828. 75 in respect of capital and interest repayments commencing from the 19th day of May 2022 (six months from the date of completion)

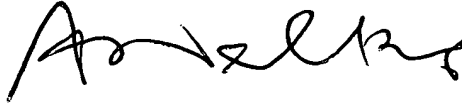
### **3.    FINAL PAYMENT DATE**

19th day of May 2047  
(3000 months from completion)

**SIGNED AS A DEED** on behalf  
**Of HONEY & HIVE**  
**MANAGEMENT**  
**LTD.**



in the presence of:



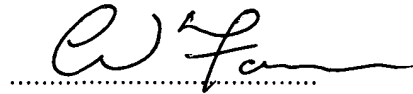
*Witness Name:*

*Address:*

ANTHONY WALTERS - Solicitor  
BARRINGTON CHAMBERS BISHOP AUCKLAND  
COUNTY DURHAM DL14 7NE

*Occupation*

**SIGNED AS A DEED** by  
**WILLIAM FARMAN**



in the presence of:

*Witness Name:* K Hussey

*Address:* KAY HUSSEY - Conveyancing Executive  
BARRINGTON CHAMBERS BISHOP AUCKLAND  
COUNTY DURHAM, DL14 7JH

*Occupation*

**SIGNED AS A DEED** by  
**LYNN FARMAN**



in the presence of:

*Witness Name:* K Hussey

*Address:* KAY HUSSEY - Conveyancing Executive  
BARRINGTON CHAMBERS BISHOP AUCKLAND  
COUNTY DURHAM, DL14 7JH

*Occupation*



**FILE COPY**

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

Company number: 11920732

Charge code: 1192 073 2 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2022 and created by HONEY & HIVE MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2022 .

Given at Companies House, Cardiff on 10th January 2022



**Companies House**



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