



**Registration of a Charge**

Company name: **DRYPOOL LIMITED**

Company number: **12486733**



X9114GS9

Received for Electronic Filing: **17/11/2020**

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**Details of Charge**

Date of creation: **13/11/2020**

Charge code: **1248 6733 0002**

Persons entitled: **J. R. RIX & SONS LIMITED**

Brief description: **ALL THE FREEHOLD PROPERTY BEING LAND AND BUILDINGS AT  
ULCEBY ROAD, SOUTH KILLINGHOLME, NORTH LINCOLNSHIRE  
REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER HS174521.**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **ROLLITS LLP**



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

Company number: 12486733

Charge code: 1248 6733 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2020 and created by DRYPOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2020 .

Given at Companies House, Cardiff on 18th November 2020

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

13 November

2020

**Drypool Limited**

**and**

**J. R. Rix & Sons Limited**

**Legal Charge  
relating to premises at  
Ulceby Road, South Killingholme,  
North Lincolnshire**

**HM Land Registry  
Land Registration Act 2002**

**Administrative Area:** North Lincolnshire.

**Title Number:** HS174521.

**Property:** Premises at Ulceby Road, South Killingholme,  
North Lincolnshire.

**This Legal Charge** is dated 13 November 2020

**Parties**

- (1) **Drypool Limited** incorporated and registered in England and Wales with company number 12486733 whose registered office is at Witham House, 45 Spyvee Street, Kingston upon Hull, HU8 7JB ("**Borrower**"); and
- (2) **J. R. Rix & Sons Limited** incorporated and registered in England and Wales with company number 00577587 whose registered office is at Witham House, 45 Spyvee Street, Kingston upon Hull, HU8 7JB ("**Lender**").

**Background**

- (A) The Lender has agreed to advance the principal sum of £1,784,800.00 (One million seven hundred and eighty four thousand eight hundred pounds) to the Borrower on the terms and subject to the conditions and provisions contained in the Loan Agreement.
- (C) The parties have agreed to enter into this deed by way of security for the discharge of the Borrower's obligations under the Loan Agreement in the manner set out in this deed.

**Agreed Terms**

**1. Definitions and Interpretation**

**1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this deed.

**Interest Rate** means as to £1,200,000.00 of the loan under the Loan Agreement at the rate of 2 per cent per annum above the base rate as varied from time to time of Lloyds Bank plc and as to the balance of the loan under the Loan Agreement at the rate of 5 per cent per annum above the base rate as varied from time to time of Lloyds Bank plc.

**Loan Agreement** means an agreement of the same date as this deed and made between the parties to this deed.

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990,

the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.2.7 (References to statutes).

**Property**

means the property specified in the Schedule together with all buildings, erections, structures, fixtures, fittings and appurtenances thereon from time to time.

**VAT**

means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

1.2 Interpretation

1.2.1 Gender, Personality and Number

Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and
- (c) references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.2.2 Headings

The clause and Schedule headings do not form part of this deed and are not to be taken into account in its construction or interpretation.

1.2.3 Interpretation of "**Borrower**" and "**Lender**"

Unless the context otherwise requires the expressions "**Borrower**" and "**Lender**" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.2.4 Joint and Several Liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.2.5 Obligation Not to Permit or Suffer

Any covenant by the Borrower not to do anything includes an obligation to use all reasonable endeavours not to permit or suffer that thing to be done by another person where the Borrower is aware that the thing is being done.

#### 1.2.6 References to clauses

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

#### 1.2.7 References to statutes

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

## **2. Payment of Sums Due Under the Loan Agreement**

### **2.1 Sums Due Under the Loan Agreement**

The Borrower covenants with the Lender to pay or discharge on demand all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement.

### **2.2 Costs**

#### **2.2.1 Payment**

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all reasonable and proper costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the principal sum advanced by the Loan Agreement.

#### **2.2.2 Costs Included**

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 2.2.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;
- (b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- (c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

- (d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this deed or associated with it;
- (e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- (f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security created by this deed.

### **3. Legal Charge**

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement or otherwise secured by this deed.

### **4. Borrower's Representations and Warranties**

The Borrower represents and warrants to the Lender as set out in this clause 4.

#### **4.1 Permitted Use**

The present use of the Property is a permitted use within the provisions of the Planning Acts.

#### **4.2 Contravention of Other Liabilities**

The execution of and the observance and performance of the Borrower's obligations under this deed does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement.

#### **4.3 Capacity**

The execution of and the observance of the Borrower's obligations under this deed does not and will not contravene any of the provisions of its constitution.

### **5. Borrower's Covenants as to the Properties**

The Borrower covenants with the Lender as set out in this clause 5.

#### **5.1 Repair**

##### **5.1.1 Repairing obligation**

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good repair and good working order and condition.

##### **5.1.2 Inspection**

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

### 5.1.3 Entry and repair

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

### 5.1.4 Repayment of expenses

The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 5.1.2 and by clause 5.1.3 together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate all of which money and interest shall be charged on the Property.

## 5.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in, on or associated with the Property.

## 5.3 Insurance

### 5.3.1 Duty to Insure

The Borrower will:

- (a) ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may from time to time approve in writing; and
- (b) make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy or policies of insurance and the receipt for each payment provided that this is not more than once in each year.

### 5.3.2 Indemnity for Payments by the Lender

If the Borrower fails to perform any of its obligations under this clause 5.3 and if the Lender takes out any insurance on the Property or any part of the Property, the Borrower will within 14 days of written demand repay to the Lender all payments made by it for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand and all such money and interest shall be charged on all of the Properties.



### 5.3.3 Application of Insurance Money

Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to its obligations under clause 5.3) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this deed, and if received by the Borrower will be held on trust for the Lender for this purpose.

### 5.4 Outgoings

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

### 5.5 General Covenant to Comply with Statutes etc

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

### 5.6 General Covenant to Produce Notices etc

#### 5.6.1 Production

The Borrower will if requested immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it.

#### 5.6.2 Compliance

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 5.6.1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve in writing.

### 5.7 Specific Covenants Relating to Planning and Environmental Matters

#### 5.7.1 Alteration of Present Use of the Property

The Borrower will not use the Property for any purposes other than the present permitted use(s) within the provisions of the Planning Acts except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent.

#### 5.7.2 No Development without the Lender's Consent

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts.

### 5.7.3 Compliance with Conditions of Permission for Development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts it will comply with all conditions subject to which such permission is granted.

### 5.7.4 Compliance with Environmental Matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.

### 5.7.5 Compliance with Notices etc

#### (a) Production

If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.

#### (b) Compliance

The Borrower will at its own expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 5.7.5(a) without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal.

#### (c) Failure to Comply

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 5.7.5(a) the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession. All costs and expenses incurred by the Lender will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate all of which money and interest shall be charged on the Property.

#### (d) Appointment of Lender as Attorney

The Borrower irrevocably appoints the Lender and its substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 5.7.5 to be executed by the Lender on the default of the Borrower.

(e) Costs of Licences

All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 5.7.5(d) shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.7.5(c).

5.8 Leasing and Disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent):

5.8.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or

5.8.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of the Property or any interest in the Property.

5.9 Compliance with terms of conveyances etc

5.9.1 Observance

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.

5.9.2 Indemnity

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5.9.1.

5.9.3 Charging Provision

All expenses damages and costs reasonably and properly incurred by the Lender in relation to any breach referred to in clause 5.9.2 will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate all of which money and interest shall be charged on the Property.

5.10 Not to Register at HM Land Registry

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered at HM Land Registry as proprietor of the Property or any part of the Property.

5.11 Other Charges

The Borrower shall not create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than the security created by this deed.

## **6. Lender's Powers and Rights**

### **6.1 Exercise of Statutory Powers**

#### **6.1.1 Exclusion of Section 103**

The Law of Property Act 1925 Section 103 shall not apply to the security created by this deed.

#### **6.1.2 Enforcement of Security and Exercise of Power of Sale**

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

### **6.2 Extension of Statutory Powers**

#### **6.2.1 Power of Sale**

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

#### **6.2.2 Powers of leasing and accepting surrenders**

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not the Lender has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of the Property or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).

#### **6.2.3 General**

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

#### **6.2.4 Exclusion of Liability**

The powers referred to in or granted or varied or extended by this clause 6.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

## 6.3 Powers in Respect of Furniture and Effects

### 6.3.1 Power to Remove and Dispose

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

### 6.3.2 Exclusion of Liability

The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 6.3.1.

### 6.3.3 Proceeds of Sale

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

### 6.3.4 Nature of Security

To the extent the Borrower comprises an individual or individuals, the provisions of this clause 6.3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

## 6.4 Power to Appoint a Receiver

### 6.4.1 Appointment

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

### 6.4.2 Removal

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

### 6.4.3 Remuneration

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

### 6.4.4 Restrictions

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

#### 6.4.5 Power to Act Severally

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

#### 6.4.6 Agency

Any receiver appointed under this clause 6.4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

#### 6.4.7 General Powers

Any receiver appointed under this clause 6.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

#### 6.4.8 Specific Powers

In addition to the powers referred to in clause 6.4.7 any receiver appointed under this clause 6.4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of any of the Properties. In particular (but without limitation) any such receiver shall have the power:

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

- (g) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to the security created by this deed;
- (h) to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- (i) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
- (j) to acquire by purchase, lease or otherwise any further property, assets or rights;
- (k) to appoint, employ and dismiss managers, officers, contractors and agents; and
- (l) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as the receiver may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property.

#### 6.4.9 Application of Money

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

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

#### 6.5 Right to Consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to the security created by this deed.

### 7. Protection of those Dealing with Lender or Receiver

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

- 7.1 whether the security created by this deed has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this deed has arisen or become exercisable;

- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.4 whether any money remains due under the security created by this deed; or
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made,

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **8. Indulgence and Waiver**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting the security created by this deed or any right or remedy of the Lender under this deed or the Loan Agreement or any other associated or collateral security grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

## **9. Demands and Notices**

### **9.1 Form and Mode of Deemed Service**

A demand or notice by the Lender under this deed must be in writing and shall be deemed to have been properly served on the Borrower if sent by first class letter post to the Borrower at its registered office.

### **9.2 Method of Service**

Service shall be deemed to be effected at 10.00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery.

### **9.3 Other Methods of Service**

The method of service described in clause 9.1 is in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

## **10. Validity and Severability**

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

## **11. Exclusion of Third Party Rights**

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



## **12. Governing Law and Jurisdiction**

### **12.1 Construction**

This deed shall be governed by and construed in accordance with English law.

### **12.2 Jurisdiction of English Courts**

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any suit, action or proceeding arising out of or in connection with this deed may be brought in such courts.

### **12.3 Jurisdiction of Other Courts**

Nothing in this clause 12 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**In Witness** whereof the parties hereto have executed this deed the date and year first hereinbefore written.

## **The Schedule**

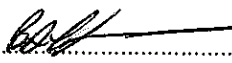
### **The Property**

All the freehold property being land and buildings at Ulceby Road, South Killingholme, North Lincolnshire registered at HM Land Registry under title number HS174521.

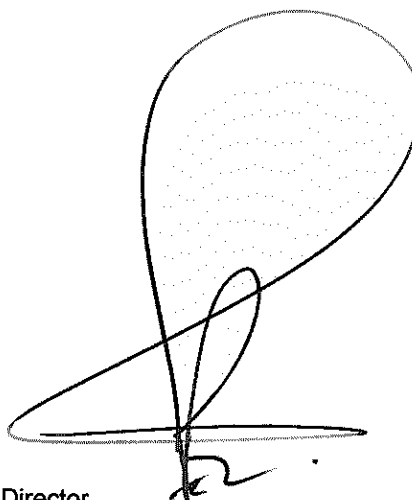
Executed as a deed by Drypool Limited )  
acting by a director in the presence of the witness )  
named below and delivered at the date hereof: )  
)



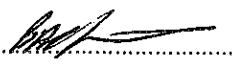
Director

Witness signature   
Witness name BEVERLEY CLARKSON  
Address 3 ELMFIELD DRIVE  
BRANDSBURTON  
YO25 8RR  
Occupation Credit Manager

Executed as a deed by J. R. Rix & Sons )  
Limited acting by a director in the presence of )  
the witness named below and delivered at the )  
date hereof: )



Director

Witness signature   
Witness name BEVERLEY CLARKSON  
Address 3 ELMFIELD DRIVE  
BRANDSBURTON  
YO25 8RR  
Occupation Credit Manager