



**Registration of a Charge**

Company Name: **UNEX (NO. 36) LIMITED**

Company Number: **13273333**



XBH0FO17

Received for filing in Electronic Format on the: **18/11/2022**

**Details of Charge**

Date of creation: **14/11/2022**

Charge code: **1327 3333 0001**

Persons entitled: **UNEX HOLDINGS LIMITED**

Brief description: **CRESCENT HOUSE, 46 PRIESTGATE, PETERBOROUGH**

**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: **UNEX (NO. 36) LIMITED**



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

Company number: 13273333

Charge code: 1327 3333 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2022 and created by UNEX (NO. 36) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2022 .

Given at Companies House, Cardiff on 21st November 2022

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**

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Dated: 14 November 2022

- (1) UNEX (NO. 36) LIMITED  
(2) UNEX HOLDINGS LIMITED
- 


**Legal Charge**

**Crescent House, 46 Priestgate, Peterborough**

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Certified to be a true  
copy of the original  
seen by me

15 November 2022

  
MR. RICHARD BREWSTER (Solicitor)  
UNEX HOUSE, CHURCH LANE  
STETCHWORTH, VEWMARKET  
SUFFOLK IP8 5TG  
TEL: 01638 507444 FAX: 01638 507449

This Deed is made on 14 November 2022 between:

- (1) **UNEX (NO. 36) LIMITED**, a company incorporated in England and Wales, with registration number 13273333 and whose registered office is at Unex House, Church Lane, Stetchworth, Newmarket, Suffolk, CB8 9TN (the "**Borrower**"); and
- (2) **UNEX HOLDINGS LIMITED** a company incorporated in England and Wales, with registration number 03494284 and whose registered office is at Unex House, Church Lane, Stetchworth, Newmarket, Suffolk, CB8 9TN (the "**Lender**").

## 1. **BACKGROUND**

- 1.1 The Borrower has agreed to grant this First Legal Charge to the Lender as security for the Secured Amounts.
- 1.2 The Borrower is the registered proprietor at H.M. Land Registry with absolute title of the property described in Schedule 1.
- 1.3 The Lender has agreed to lend to the Borrower the Secured Amounts secured in the manner hereafter appearing.

## 2. **INTERPRETATION**

### 2.1 **Definitions**

In this Deed:

**"Associated Benefits"** means, in respect of the Charged Property:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income, or interest paid or payable relating to the Charged Property; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to the Charged Property.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Charged Property"** means the property described in Schedule 1 (Details of Charged Property) shown edged red on the attached plan.

**"Companies Act"** means the Companies Act 2006.

**"Default Rate"** means four per cent per annum above the base rate from time to time of Lloyds Bank plc.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Lender.

**"Event of Default"** means any event or circumstance specified as such in Schedule 2 (*Events of Default*) of this Deed.

**"Group"** means the Lender and each of its Subsidiaries from time to time.

**"Insolvency Act"** means the Insolvency Act 1986.

**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Borrower in connection with a claim relating to the Charged Property (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Borrower to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Borrower's ownership of any Insurances and all interest in any of the foregoing.

**"Insurances"** means all contracts or policies of insurance of whatever nature relating to the Charged Property which, from time to time, are taken out or maintained by or on behalf of the Borrower or (to the extent of its relevant interest) in which the Borrower has an interest.

**"LPA"** means the Law of Property Act 1925.

**"Plan"** means the plan or plans annexed to this First Legal Charge respectively

**"Real Property"** means, in respect of the Charged Property:

- (a) all estates rights benefits or interests in that property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits warranties remedies security guarantees and indemnities in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by the Borrower or any predecessor in title of the Borrower in respect of that property.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Relevant Authority"** means any authority or body or company (whether public or otherwise) having jurisdiction in each instance in respect of the matter referred to or any aspect thereof including (without prejudice to the generality of the foregoing) the highways authority, the planning authority, the drainage undertaking, the gas, water, electricity and telecommunications suppliers and any other authority, body or company to whom the powers of such authority, body or company are delegated

**"Secured Documents"** means each of this Deed and any other document designated as such by the Lender and the Borrower and **"Secured Document"** shall mean any one of them.

**"Secured Amounts"** means the sum of ONE MILLION FIVE HUNDRED THOUSAND POUNDS (£1,500,000.00)

**"Security"** means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

**"Statutory Agreement"** means an agreement obligation or undertaking to be made pursuant to all or any of the following:

- a. Section 106 Town and Country Planning Act 1990
- b. Section 38 and/or Section 278 Highways Act 1980

c. Section 104 Water Industry Act 1991

d. Section 33 Local Government (Miscellaneous Provisions) Act 1982

or pursuant to any other statutory enactment or derivative legislation or as may be required by the Relevant Authority

## 2.2 Construction

2.2.1 Unless a contrary indication appears, any reference in this Deed to:

2.2.1.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;

2.2.1.2 an “account” is a reference to that account as re-designated, renumbered, substituted or replaced from time to time.

2.2.2 Where this Deed includes the words “including”, “in particular” or “or otherwise” (or similar words or phrases), the intention is to state examples and not to be exhaustive.

2.2.3 References to any Security “created by this Deed” are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

## 2.3 Incorporation of other terms

The terms of the other Secured Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 2.4 Third party rights

2.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the “Third Parties Act”) to enforce or enjoy the benefit of any term of this Deed.

2.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

## 3. COVENANT TO PAY

### 3.1 Covenant

The Borrower, as principal debtor and not just as surety, covenants with the Lender to pay or discharge the Secured Amounts in the manner provided for in the Secured Documents together with all costs charges and expenses incurred by the Lender in connection with the protection preservation and enforcement of the Lender’s rights including but not limited to obligations and liabilities under the Secured Documents and any other documents evidencing or securing any such liabilities.

### 3.2 **Default interest**

Any amount which is not paid under this Deed on the due date shall bear interest (both before and after judgment) payable on demand at the Default Rate from time to time from the due date until the date of actual payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Secured Documents relevant to that liability and itself constitutes part of the Secured Amounts.

## 4. **GRANT OF SECURITY**

### 4.1 **Mortgage**

The Borrower charges by way of first legal mortgage as a continuing security for the payment and discharge of the Secured Amounts, the Charged Property

### 4.2 **Fixed charges**

The Borrower charges the Charged Property by way of first fixed legal charge (save to the extent assigned under Clause 4.3 (*Assignment*)), all Associated Benefits relating to any of the Charged Property.

### 4.3 **Assignment**

As further continuing security for the payment of the Secured Amounts, the Borrower assigns absolutely to the Lender all (if any) its rights, title and interest in and to:

4.3.1 the Insurance Proceeds; and

4.3.2 the Associated Benefits of the Borrower in relation to the Charged Property.

### 4.4 **General**

All Security created by this Deed:

4.4.1 is created in favour of the Lender;

4.4.2 unless specifically stated otherwise, is created over the present and future assets of the Borrower to the extent of its right, title and interest in, under and to such assets at any time; and

4.4.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 4.5 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Amounts. The provisions of this Deed will apply at all times:

4.5.1 regardless of the date on which any of the Secured Amounts were discharged; and

4.5.2 notwithstanding any intermediate payment or discharge.

### 4.6 **Independent Security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Lender. No prior Security held by the Lender over the whole or any part of the Charged Property will merge with the Security created by this Deed.

#### **4.7 Priority**

Without the Lender's prior written consent, the Borrower must not:

- 4.7.1 create in anyone else's favour any security over any of the Charged Property
- 4.7.2 take any action that will allow any entity to take or hold any of the Charged Property as payment of a debt or take priority over the Lender's charge on the Charged Property
- 4.7.3 sell lease transfer assign or otherwise dispose of the whole or any parts of such undertaking and Charged Property

### **5. REPRESENTATIONS**

#### **5.1 Title and value of security**

The Borrower makes the representations and warranties set out in this Clause 5 (*Representations*) to the Lender.

- 5.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales and it has the power to own its assets and carry on its business and other activities as they are being conducted.
- 5.1.2 The obligations expressed to be assumed by it in this Deed are, and at all relevant times have been, legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary and subject to any applicable insolvency laws).
- 5.1.3 The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with or result in any breach of (a) any law or regulation applicable to it, (b) its constitutional documents or (c) any agreement or instrument binding upon it or any of its assets.
- 5.1.4 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- 5.1.5 All Authorisations required (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and (b) to make this Deed admissible in evidence in England and Wales, have been obtained or effected and are in full force and effect (and the Chargor is not aware of any circumstance having arisen by which they might be withdrawn or varied, in whole or part).
- 5.1.6 No Event of Default has occurred or is continuing or might reasonably be expected to result from the execution of this Deed or from effect being given to its provisions and no person who holds any Security over any asset of the Chargor has enforced or given notice of its intention to enforce such Security.



- 5.1.7 The Security created by this Deed constitutes first priority Security over the Charged Property and the Charged Property is not subject to any Security or restriction (other than in favour of the Lender).
- 5.1.8 It enters into this Deed in good faith and for the purposes of the promotion of the success of its business and it has given due consideration to the terms and conditions of the documents evidencing the Secured Amounts and of this Deed and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit.
- 5.1.9 There has been no breach of any law, regulation or covenant materially adversely affects or might materially adversely affect the value, saleability or use of the Charged Property.
- 5.1.10 There are no covenants, agreements, stipulations, reservations, conditions, interests, rights, restrictions, easements or other matters adversely affecting the Charged Property.
- 5.1.11 Nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Charged Property.
- 5.1.12 All facilities necessary for the peaceful enjoyment and use of the Charged Property (including those necessary for carrying on its or, if different, the current user's business at the Charged Property) are enjoyed by the Charged Property and none of those facilities are subject to terms which entitle any person to terminate or curtail its use or enjoyment, nor conflict with or restrict use of the Charged Property.
- 5.1.13 It has not received notice of any adverse claims by any person in respect of the ownership of its Charged Property or any interest in it, nor has it acknowledged any such claim.
- 5.1.14 All deeds and documents necessary to show good and marketable title to the Charged Property are (a) in the possession of the Lender, (b) held at the Land Registry, or (c) held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

## 6. **PROPERTY UNDERTAKINGS**

### 6.1 **Registration**

- 6.1.1 The Borrower shall ensure that a restriction in the following terms is entered on the register of the title of any of its Charged Property at the Land Registry:

"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 14 November 2022 in favour of UNEX HOLDINGS LIMITED referred to in the Charges Register or their conveyancer"

The Borrower shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

- 6.1.2 The Borrower shall promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the Land Registry.
- 6.1.3 If the title to the Charged Property is not registered at the Land Registry, the Borrower shall ensure that no person (other than itself) will be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Charged Property, without the prior written consent of the Lender.
- 6.1.4 Whether or not title to the Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Charged Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice, and if such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender requires to ensure that the caution or notice, as applicable, is withdrawn or cancelled.
- 6.2 Title**
- 6.2.1 The Borrower must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property.
- 6.2.2 The Borrower may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property.
- 6.3 Insurance**
- 6.3.1 The Borrower must ensure that, at all times, there are maintained in full force and effect Insurances which provide cover:
- 6.3.1.1 for full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
- 6.3.1.2 against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage;
- 6.3.1.3 for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation; and
- 6.3.1.4 against acts of terrorism, where cover is available on reasonable commercial terms, including any third party liability arising from such acts.
- 6.3.2 The Borrower must procure that all Insurances include property owners' public liability and third party liability insurance, insure such other risks as a prudent company in the same business as the Borrower would insure and be in an amount,

and in form, and with an insurance company or underwriters, acceptable at all times to the Lender.

6.3.3 The Borrower must ensure that each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable, and that all other things necessary are done so as to keep each of the Insurances in force.

6.3.4 The Borrower assigns and agrees to assign to the Lender by way of security with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Amounts all of the Borrower's right title interest and benefit from time to time in the Insurances

## **7. GENERAL UNDERTAKINGS**

### **7.1 Negative pledge and restriction on dealing**

The Borrower may not (and may not agree to):

7.1.1 create or permit to subsist any Security over; nor

7.1.2 sell, assign, factor, discount, transfer, lease, release, terminate or otherwise dispose of any of; nor

7.1.3 permit any variation, waiver or termination of the rights attaching to the whole or any part of;

the Charged Property, unless permitted under the Secured Documents.

### **7.2 Notice of charge or assignment**

The Borrower will, promptly, upon receiving a request to that effect from the Lender, give notice of each charge or assignment of all (if any) its rights, title and interest in and to the Insurance Proceeds, by sending a duly completed notice (in such form as the Lender may agree and/or require) to each of the other parties to the relevant Insurances.

### **7.3 Charged Property**

7.3.1 The Borrower shall, promptly upon request by the Lender at any time:

7.3.1.1 deposit with the Lender all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Lender may require, relating to the Charged Property;

and

7.3.1.2 provide the Lender with all information it may reasonably request in relation to the Charged Property.

7.3.2 At all times the Borrower shall observe and perform and comply with (as applicable) and make sure that any other persons or company occupying all or part of the Charged Property observes and performs and complies with any and all of the following affecting the Charged Property:

7.3.2.1 all restrictions and covenants;

- 7.3.2.2 all obligations on the part of the Borrower;
- 7.3.2.3 all laws regulations and restrictions conditions and stipulations for the time being in force relating to or affecting the Charged Property;
- 7.3.2.4 any requirement to renew any authorisation affecting the Charged Property

#### **7.4 Further assurance**

The Borrower shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Lender may reasonably require:

- 7.4.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or under this Deed or by law or regulation; and
- 7.4.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of Security created by this Deed.

#### **7.5 Power to remedy**

If the Borrower fails to comply with any of its obligations under this Deed, the Lender (or its nominee) may (at the Borrower's expense) take such action as is necessary to protect any assets against the consequences of the Borrower's non-compliance and to ensure compliance with such obligations. The Lender is not obliged to perform any obligation of the Borrower or to take any action which it may be entitled to take under this Deed.

#### **7.6 Power of attorney**

- 7.6.1 As security for the performance of its obligations under this Deed, the Borrower irrevocably and severally appoints the Lender, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 7.6.2 The attorney may, in the Borrower's name and at its expense, do anything which the Borrower is obliged to under the Secured Documents but has failed to do or which the Lender, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property or under or otherwise for the purposes of any Finance Document or any law or regulation.
- 7.6.3 The Borrower ratifies and confirms anything done by any attorney under this Clause 7.6. The Borrower agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

### **8. RIGHTS OF ENFORCEMENT**

#### **8.1 Secured Amounts deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Amounts are due and payable on the date of this Deed.

## **8.2 When Security enforceable**

The Security created by this Deed is immediately enforceable at any time on after or while an Event of Default is continuing unwaived by the Lender.

## **8.3 Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Borrower, the Lender may, without further notice:

- 8.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;
- 8.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 8.3.3 exercise any of the powers conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed;
- 8.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 8.3.5 take such further action as it sees fit to enforce all or any part of the Security created by Deed.

## **8.4 Rights in relation to a Receiver**

The Lender may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be the agent of the Borrower who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Lender may fix the remuneration of a Receiver which will be payable by the Borrower and form part of the Secured Amounts.

## **8.5 Redemption of prior Security**

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- 8.5.1 the Security created by this Deed becomes enforceable; and
- 8.5.2 the holder of such other Security takes any steps to enforce that security,

the Lender or any Receiver may, at its sole discretion and at the cost and expense of the Borrower, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Lender or a Receiver under this Clause will form part of the Secured Amounts.

## **8.6 Demands**

Any demand for payment made by the Lender shall be valid and effective even if it contains no statement of the relevant Secured Amounts or an inaccurate or incomplete statement of them.

## **9. POWERS OF A RECEIVER**

### **9.1 General powers**

Any Receiver will have:

- 9.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 9.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not the Receiver is an administrative receiver) under the Insolvency Act; and
- 9.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

### **9.2 Specific powers**

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 9.2.1 the power to do or omit to do anything which the Borrower could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 9.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 9.2.3 the power to use the Borrower's name for all the above purposes.

### **9.3 Variation of statutory powers**

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 9.3.1 the restriction on the consolidation of mortgages in section 93 LPA;
- 9.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 LPA;
- 9.3.3 the conditions to the exercise of a power of sale in section 103 LPA;
- 9.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) LPA; and
- 9.3.5 the restrictions on the appointment of a receiver in section 109(1) LPA and the provisions regarding a receiver's remuneration in section 109(6) LPA.
- 9.3.6 The statutory powers of sale or other right of disposal conferred on the Lender and on any Receiver by the Legal Charge shall operate as a variation and extension of the statutory powers of sale under section 101 LPA and such power shall arise (and the Secured Amounts shall be deemed due and payable for that purpose) on execution of this Legal Charge

## **10. APPLICATION OF PROCEEDS**

### **10.1 Order of priority**

All amounts received by the Lender or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

10.1.1 in discharging any costs and expenses incurred by the Lender, any Receiver or any Delegate under or in connection with this Deed or any Finance Document;

10.1.2 in or towards discharging the Secured Amounts; and

10.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

### **10.2 Suspense account**

The Lender may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Lender may determine pending their application towards discharging the Secured Amounts.

### **10.3 New accounts**

If the Lender receives or is deemed to have received notice of subsequent Security over the Charged Property, then the Lender may open a new account with the Borrower. If the Lender does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the Borrower to the Lender will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Amounts.

### **10.4 Release of Charged Property**

10.4.1 The Security constituted by the Secured Documents shall remain in full force and effect and continuing Security for the Secured Amounts until they have been irrevocably discharged in full and no further liabilities are capable of arising and shall not be released before then for any reason.

## **11. PROTECTION OF THIRD PARTIES**

No buyer from, or other person dealing with the Lender or a Receiver will be concerned to enquire whether:

11.1.1 any money remains due under the Secured Documents;

11.1.2 any power which the Lender or Receiver is purporting to exercise has arisen or become exercisable; or

11.1.3 the Lender or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

11.2 The receipt of the Lender, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

**12. PROTECTION OF LENDER**

**12.1 No liability as mortgagee in possession**

Neither the Lender nor any Receiver will be liable to account to the Borrower as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

**12.2 Tacking**

The Security created by this Deed is intended to secure any further advances which the Lender is obliged to make under the Secured Documents (if any).

**12.3 Lender discretion**

The Lender is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Secured Documents and the Borrower has no right to control or restrict the Lender's exercise of any of its rights, powers or discretions under this Deed.

**13. SAVING PROVISIONS**

**13.1 Reinstatement**

If, at any time, there has been a release, settlement or discharge of any of the Borrower's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

13.1.1 any payment made to any person in respect of any of the Secured Amounts is required to be repaid; and

13.1.2 any Security (or other right) held by the Lender in respect of any of the Secured Amounts (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Borrower's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Lender's other rights under this Deed) the Lender will be entitled to recover from the Borrower the value which the Lender has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

**13.2 Avoidable payments**

If the Lender, acting reasonably, considers that any amount paid by the Borrower in respect of the Secured Amounts is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.



14. **CHANGES TO THE PARTIES**

14.1 **No assignment by the Borrower**

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

14.2 **Assignment by Lender**

The Lender may at any time assign, novate or otherwise deal with any rights or obligations under, or interests in, this Deed, to a Group company.

15. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

16. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

17. **JURISDICTION**

17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "Dispute").

17.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

17.3 Clause 17.1 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

18. **NO PREJUDICE**

The Security created by or pursuant to this Deed shall not be prejudiced by any enforceability or invalidity or any other agreement or document by any time or indulgence granted to the Borrower or any person or Lender or by any variation of the terms of the trust upon which the Lender holds the security created by or pursuant to this Deed or by any other thing which might otherwise prejudice this Security

19. **REMEDIES AND WAIVERS**

19.1 No failure to exercise nor any delay in exercising on the part of the Lender of any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of right or remedy

19.2 No election to affirm this Deed on the part of the Lender shall be effective unless in writing

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

## **SCHEDULE 1**

### **Details of Charged Property**

#### **Part 1 - Details of Charged Property**

<b>Registered Land</b>		
<b>Address/description of the property</b>	<b>Title Number</b>	<b>Freehold/Leasehold</b>
Crescent House, 46 Priestgate, Peterborough PE1 1LF	CB23723	Freehold

## **SCHEDULE 2**


### **Events of Default**

1. Each of the events and circumstances set out in this Schedule 2 is an Event of Default:
  - 1.1 the Borrower fails to pay, and or perform the Secured Amounts when they fall due;
  - 1.2 the Borrower fails to comply with, or it becomes unlawful to any extent for the Borrower to perform, any of its obligations under this Deed;
  - 1.3 any person other than the Lender rescinds or repudiates this Deed or purports to do so or shows an intention to do so;
  - 1.4 any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Charged Property
  - 1.5 an event of default or acceleration of re-payment (however such event is described) occurs under any Secured Document;
  - 1.6 there is an event of default (however such event is described) under any other Security over or affecting the Charged Property or steps are taken to enforce any such Security;
  - 1.7 the Borrower is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law);
  - 1.8 in respect of the Borrower, any of the following occurs or any person takes or threatens to take any steps which in the reasonable opinion of the Lender might give rise to:
    - 1.8.1 any suspension or re-scheduling of its payments, a moratorium of any of its indebtedness, its dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), or the making of any composition, compromise, assignment or arrangement with any of its creditors; or
    - 1.8.2 the appointment of an administrator, liquidator, administrative receiver, receiver or receiver and manager or any similar officer in respect of it or any of its assets, or, in any case, an analogous procedure in any jurisdiction (but this paragraph 1.8.2 does not apply to any winding-up petition which is proved to the satisfaction of the Lender to be an abuse of process or to have no real prospect of success and which is, in any event, discharged within seven days of its presentation and before it is advertised); or
  - 1.9 the Borrower asks the Lender to appoint a Receiver.

## EXECUTION

### The Borrower

Executed as a deed by )  
UNEX (NO. 36) LIMITED )  
acting by a director and its secretary or two )  
directors:



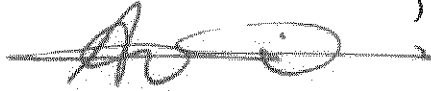
Director



Director/Secretary

**The Lender**

Executed as a deed by affixing the common seal )  
of **UNEX HOLDINGS LIMITED** in the )  
presence of: )

A handwritten signature in dark ink, appearing to be 'A. J.', written over a horizontal line.

**Director**

A handwritten signature in dark ink, appearing to be 'A. J.', written over a horizontal line.

**Director/Secretary**

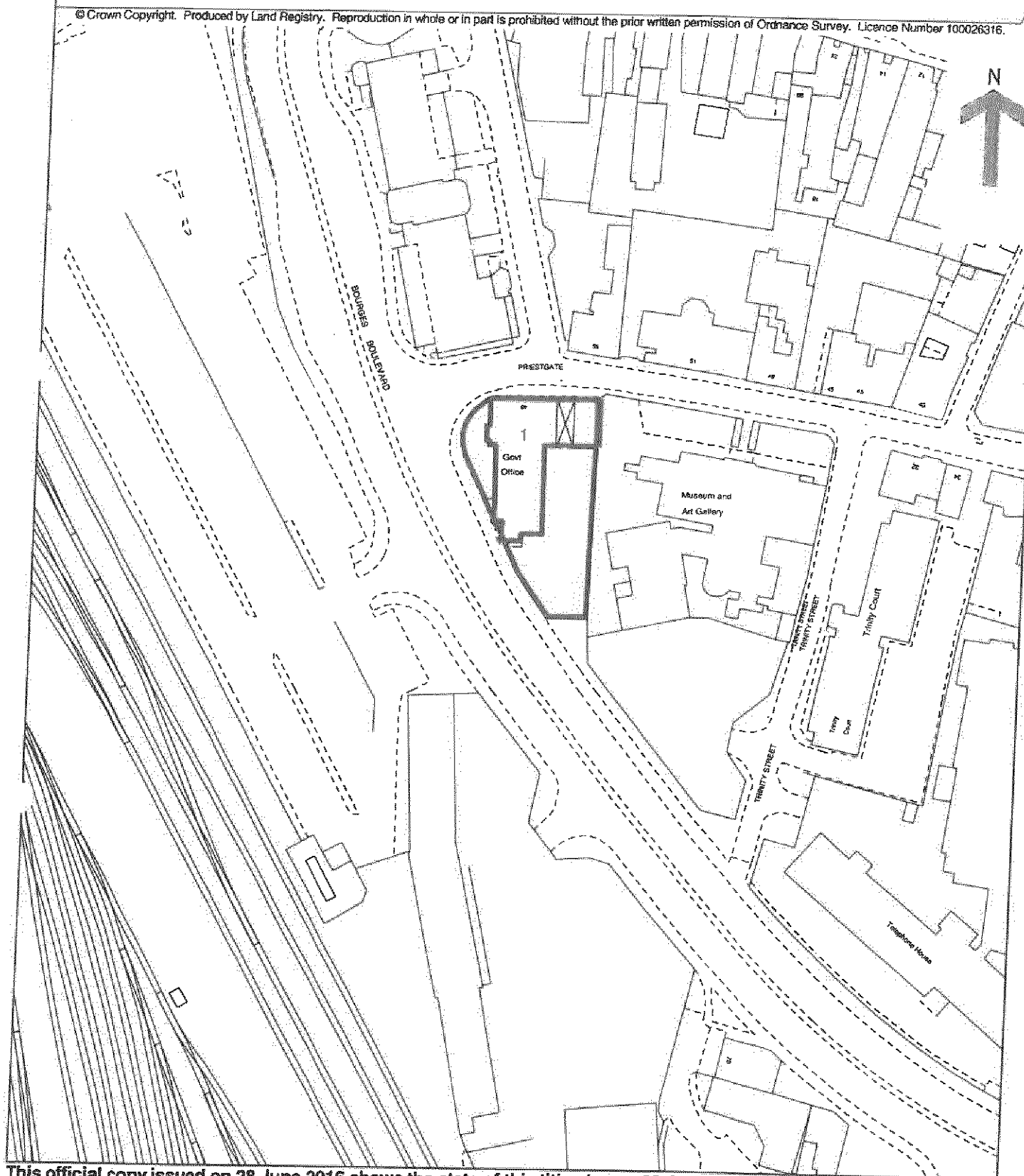


# Land Registry Official copy of title plan

Title number **CB23723**  
Ordnance Survey map reference **TL1898NE**  
Scale **1:1250**  
Administrative area **City of Peterborough**



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**This official copy issued on 28 June 2016 shows the state of this title plan on 28 June 2016 at 09:14:06. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).**

**This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.**

**This title is dealt with by Land Registry, Durham Office.**



