



**Registration of a Charge**

Company name: **ARBORETUM ENTERPRISES LTD**

Company number: **09570208**



X4MPCT6H

Received for Electronic Filing: **21/12/2015**

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**Details of Charge**

Date of creation: **21/12/2015**

Charge code: **0957 0208 0003**

Persons entitled: **HBB BRIDGING LOANS LIMITED**

Brief description: **THE LORD SCARSDALE, 17 NEW ZEALAND LANE, DUFFIELD, BELPER,  
DE56 4BZ**

**Contains fixed charge(s).**

**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: **BRIGHTSTONE LAW LLP**



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

Company number: 9570208

Charge code: 0957 0208 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2015 and created by ARBORETUM ENTERPRISES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2015 .

Given at Companies House, Cardiff on 22nd December 2015

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

**Date:** 21 December ~~2015~~

2015

**Arboretum Enterprises Ltd**  
the Mortgagor

and

**HBB Bridging Loans Limited**  
the Lender

**Legal Charge**

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This Deed is made on

1 December

2015

By

- (1) **ARBORETUM ENTERPRISES LTD** incorporated and registered in England and Wales with Company Number 09570208 whose registered office is at 18 St.Christophers Way, Pride Park, Derby, DE24 8JY (the **Mortgagor**)

In favour of

- (2) **HBB BRIDGING LOANS LIMITED** of First Floor, 2 The Cornerstone, Market Place, Kegworth, Derbyshire, DE74 2EE (the **Lender**).

## 1 Definitions and Interpretations

In this Deed:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

**Bank** means HBB Bridging Loans LTD

**Charged Assets** means the assets charged by **clause 2.2**

**Event of Default** has the meaning given to it in the Loan Agreement and shall also include any breach by the Borrower of the terms of this deed

**Expenses** means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**First Charge** means the legal charge dated 29<sup>th</sup> July 2015 and made between the Mortgagor and the Bank

**Goodwill** means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

**Interest** means interest at the rate(s) charged to the Mortgagor by the Lender from time to time

**Loan Agreement** means the loan agreement dated on or about the date hereof and made between the Mortgagor and the Lender

**Mortgagor's Obligations** means all the Mortgagor's liabilities to the Lender under or in connection with the Loan Agreement together with Interest and Expenses

**Property** means:

Administrative Area: Derbyshire : Amber Valley

Description: The Lord Scarsdale, 17 New Zealand Lane, Duffield, Belper, DE56 4BZ

Tenure: Freehold

Land Registry Title No: DY3582

**Required Currency** means the currency or currencies in which the Mortgagor's Obligations are expressed from time to time;

- 1.2 the expressions **Mortgagor** and **Lender** where the context admits include their respective successors in title and assigns;
- 1.3 references to the **Property** and the **Charged Assets** include any part of it or them and the **Property** includes all covenants and rights affecting or concerning the same. The **Property** also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property;
- 1.4 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select; and
- 1.5 each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

## **2 Charge**

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations when due in accordance with their terms and as a continuing security for such discharge and with full title guarantee charges to the Lender:

- 2.1 by way of second legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);
- 2.2 by way of fixed charge:
  - (a) all the fixtures and fittings of the Mortgagor from time to time attached to the Property;
  - (b) all the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts; and
  - (c) all furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business; and
- 2.3 by way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.

## **3 Repair, alteration and insurance**

- 3.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Lender the insurance policy or (if the Lender agrees) a copy of it. The Mortgagor shall note the interest of the Lender on such insurance policy and (if the Lender so requires) produce to the Lender receipts for all premiums and other payments necessary for effecting and keeping up such insurance policy

3.2 The Mortgagor will (subject to the First Charge) hold in trust for the Lender all money received under any insurance of the Property or the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

3.3 The Mortgagor will not without the prior written consent of the Lender make any alteration to the Property which would require planning permission or approval under any building regulations.

#### **4 Restrictions on charging, leasing, disposing and parting with possession**

4.1 The Mortgagor will not without the Lender's prior written consent:

- (a) create or permit to arise any mortgage charge or lien on the Property, the Charged Assets or the Goodwill;
- (b) grant or accept a surrender of any lease or licence of the Property, the Charged Assets or the Goodwill; or
- (c) dispose of or part with or share possession or occupation of the Property, the Charged Assets or the Goodwill.

4.2 If the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document.

4.3 The Mortgagor applies and agrees that the Lender may apply for a restriction to be entered on the register of any registered land for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate (other than a charge) by the proprietor(s) 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 [date] in favour of the Lender referred to in the charges register or their conveyancer."

4.4 The Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 or otherwise as the proprietor of all or any part of the Property without the prior written consent of the Lender.

4.5 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

#### **5 Powers of the Lender**

5.1 The security constituted by this deed shall be immediately enforceable and the power of sale and other powers given by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the occurrence of an Event of Default.

- 5.2 At any time after the security constituted by this deed has become enforceable, the Lender may (whether in its own name or in that of the Borrower) without restriction grant or accept surrenders of leases of the Property and the Charged Assets.
- 5.3 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed, but the Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable under **clause 5.1**.
- 5.4 At any time after the security constituted by this deed has become enforceable, the Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 5.5 All or any of the powers conferred on a Receiver by **Clause 6** may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 5.6 Neither the Lender nor any Receiver shall be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Lender.
- 5.7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 5.8 The Lender may exchange or convert to the Required Currency any currency held or received.

## **6 Receivers**

- 6.1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:
- (a) to take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property;
  - (b) to carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
  - (c) to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
  - (d) to sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property;
  - (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
  - (f) to take continue or defend any proceedings and enter into any arrangement or compromise;
  - (g) to insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;



- (h) to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies;
- (i) to borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers; and
- (j) to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill.

6.2 The Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor.

6.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

## **7 Power of attorney**

The Mortgagor irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers.

## **8 Appropriation**

The Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Lender decides.

## **9 Preservation of other security and rights and further assurance**

9.1 This deed is in addition to any other security present or future held by the Lender for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.

9.2 The Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill.

## **10 General**

10.1 Any waiver or variation of any right by the Lender (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

10.2 No delay or failure by the Lender to exercise any right or power under this deed shall operate as a waiver.

10.3 No single or partial exercise of any right under this deed shall prevent other or further exercises of that or any other right.

## 11 **Notices**

11.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Company or may be sent by post or fax or delivered to the Company at the Company's address last known to the Lender.

11.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.

11.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

## 12 **Counterparts**

This Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

## 13 **Governing Law**

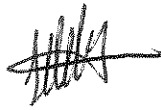
This deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

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

## Execution

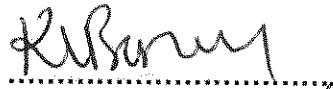
**EXECUTED** as a **DEED**  
by **ARBORETUM ENTERPRISES**  
**LTD** acting by  
**Sajid Hussain Sadiq**

)  
)  
)



A Director, in the presence of:

*Witness signature:*



*Witness name:*

.....

*Witness address:*

.....

.....

.....

*Witness occupation:*

.....

KATHARINE L. BASEY SOLICITOR  
ALEXANDER & CO. SOLICITORS LLP  
56 FRIAR GATE  
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DX 11537 DERBY 1  
TEL: 01332 600005

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**EXECUTED** as a **DEED** )  
by **HBB Bridging Loans Limited** )  
**Limited** acting by its duly authorised )  
director  
in the presence of:

*Witness signature:* .....

*Witness name:* .....

*Witness address:* .....

.....

.....

*Witness occupation:* .....

Ref: RO/068716.0001