

MR01

Particulars of a charge

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Oyez

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

You can use the WebF  
Please go to www.com

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

☒ What this form is NOT  
You may not use this form to  
register a charge where  
instrument Use form MF

TUESDAY



\*R3JY99ZL\*

RCS 04/11/2014 #99

COMPANIES HOUSE

A24 30/10/2014 #144

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 3 1 2 8 9 9 4

Company name in full ☒ Court Investments Limited

13

For official use

Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2 Charge creation date

Charge creation date ☒ 2 7 1 0 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ☒ Lloyds Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

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4

Brief description

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

Brief description

A building contract dated 1 September 2014 and made between Court Investments Limited (1) and Innovate Space Limited (2)

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

Please limit the description to the available space

5

Other charge or fixed security

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

✓

☒ Yes

☐ No

6

Floating charge

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

X

☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☐ Yes

☒ No

8

Trustee statement <sup>(1)</sup>

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *asb law LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name

Jo Moys

Company name

asb Law LLP

Address

Origin Two

106 High Street

Crawley

Post town

West Sussex

County/Region

DX 57100 Crawley 1

Postcode

R

H

1

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1

B

F

Country

DX

Telephone

+44 (0)1293 603600



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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

## PROFORMA

Company Number 03128994  
Company Name COURT INVESTMENTS LTD.  
Contact Name/ Organisation SO MOYS  
Address ASB LAW, DX 57100 CRAWLEY

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge  
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge  
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge  
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge  
(applies only to MR10/LL MR10)

**Please give the instructions in the box below)**

Please unlick the box <sup>is</sup> relating to a  
floating charge & tick 'no', i.e. there  
is no floating charge.



**FILE COPY**

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

Company number: 3128994

Charge code: 0312 8994 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2014 and created by COURT INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2014

DX

Given at Companies House, Cardiff on 4th November 2014



**Companies House**



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

DATED

27<sup>th</sup> October

2014

(1) COURT INVESTMENTS LIMITED


and

(2) LLOYDS BANK PLC

and

(3) INNOVATE SPACE LIMITED

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006 this copy instrument is a correct copy of the original instrument

  
23/10/14  
asb law LLP

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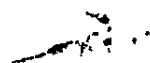
LEGAL CHARGE OVER BUILDING CONTRACT

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BENWICK COURT, CROYDON ROAD, PENCE



Wiederholungsprüfung  
am 22.05.2024  
in der Fachprüfung  
für die Fachrichtung  
Technische Informatik



Prof. Dr. habil. Dr. rer. oec. habil.  
Dr. rer. oec. habil. Dr. rer. oec. habil.

DATED

27<sup>th</sup> October

2014

**PARTIES:**

- (1) **COURT INVESTMENTS LIMITED** a company registered in England and Wales under number 03128994 whose registered office is at The Grange, Market Square, Westerham, Kent TN16 1HB ("the Company")
- (2) **LLOYDS BANK PLC** a company registered in England and Wales under number 2065 of Pendeford Securities Centre, Dept 9749, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ ("the Lender")
- (3) **INNOVATE SPACE LIMITED** a company registered in England and Wales under number 01520971 whose registered office is at 44 High Street, Snodland, Kent ME6 5DA ("the Contractor")

**RECITALS:**

- A This Charge is made under the terms of the Facility Agreement (as defined below)
- B The Lender has agreed to grant loan facilities or other banking facilities to the Company upon the terms set out in the Facility Agreement conditional upon their repayment being secured on the terms and conditions set out in this Charge

**OPERATIVE PROVISIONS:**

**1. Definitions and Interpretation**

1.1 In this Charge unless the context otherwise requires

- (a) the following words and expressions shall have the following meanings

**Charge**

this legal charge including the Recitals and Schedules together with any instrument supplemental to or which is expressed to be collateral or entered into in accordance with the terms of this legal charge,

**Charged Property**

the property, interest, rights, benefit and claims charged to the Lender by this Charge and includes any part of them,

**Contract**

the contract dated *1 September* 2014 and made between the Company (1) and the Contractor (2) for the construction on the Property of seven new houses substantially in the form of the JCT 2011 Design and Build contract and including without limitations all schedules and appendices to such contract and as such contract is from time to time varied, amended, extended, novated, or replaced,

**Development**

the works to be carried out on the Property under the Contract,

**Encumbrance**

any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,

**Enforcement Event**

any of the events or circumstances described in Clause 8,

**Expenses**

all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may properly charge or incur in connection with the Company or this Charge and the preparation, negotiation and creation of this Charge and/or in connection with the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge in each case on a full indemnity basis,

**Facility Agreement**

the development facility letter addressed by the Lender to the Company dated

27 March 2014 as varied, amended, extended,  
novated, or replaced from time to time,

ad

**LPA**

the Law of Property Act 1925,

**Property**

the property referred to in Schedule 1  
and any part or parts of it and including  
all rights attached or appurtenant to it  
and all buildings, fixtures, fittings, plant  
and machinery from time to time situate  
on it,

**Receiver**

a receiver and/or manager and any  
substitute for any such person and  
whether appointed under this Charge or  
under any statute or otherwise,

**Secured Liabilities**

all monies, obligations and liabilities  
whatsoever whether for principal, interest  
or otherwise in whatever currency which  
may now or at any time in the future be  
due, owing or incurred by the Company  
to the Lender (including without limitation  
under the terms of the Facility Agreement  
and this Charge) whether present or  
future, actual or contingent and whether  
incurred alone, severally or jointly with  
another as principal, guarantor, surety or  
otherwise and in whatever name or style  
and whether on any current or other  
account or in any other manner  
whatsoever and including but without  
limitation all Expenses,

- (b) references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge,
- (c) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time,

- (d) words importing the singular are to include the plural and vice versa,
- (e) references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state whether or not a separate legal entity,
- (f) references to any person are to be construed to include that person's assigns or transferees or successors in title whether direct or indirect, and
- (g) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision

1 2 Clause headings in this Charge are for ease of reference only and are not to affect its interpretation

## **2. Covenant to Pay**

The Company covenants with the Lender that the Company will pay to the Lender or discharge all Secured Liabilities without deduction, set off or counterclaim on the due date or dates for payment or discharge

## **3. Security**

3 1 The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges to the Lender the following

- (a) all the benefit of the Company's interest in the Contract, and
- (b) all rights, titles, benefits and interests of the Company whatsoever present and future whether proprietary, contractual or otherwise arising out of or connected with or relating to the Contract including without limitation all claims for damages for any breach of the Contract, and any bond or guarantee provided under or in connection with the Contract

3 2 The charge created by this Charge shall rank as a first charge

3 3 The Company shall at any time after any Enforcement Event shall have occurred and if called upon by the Lender to do so, at its own expense, immediately execute a formal assignment (in such form as the Lender may require) of the Contract or other Charged Property (as the Lender may specify) to the Lender or to some person or persons nominated by the Lender

3 4 Notwithstanding the charges referred to in Clause 3 1, the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Company by the Contract but such entitlement shall (unless the Lender otherwise agrees in writing with the Company) automatically terminate immediately upon the occurrence of an Enforcement Event

3 5 To the extent that any of the above matters, including all rights under them, are not now capable of being charged or assigned by way of security, the Company with full title guarantee, agrees to charge and/or assign the same by way of security

#### **4. Further Assurances**

Without prejudice to anything else contained in this Charge, the Company shall at any time at the request of the Lender, but at the cost of the Company, promptly sign, seal, execute, deliver and do all deeds, instruments, notices, documents, acts and things and give all notices, orders, and directions (in each case in such form as the Lender may from time to time require) for perfecting or protecting this Charge or for facilitating the realisation of the Charged Property in accordance with the terms of this Charge or the exercise of any of the rights vested in the Lender or any Receiver under the provisions of this Charge

#### **5. Discharge**

If the Company shall repay to the Lender the Secured Liabilities in full, the Lender at the request and cost of the Company shall discharge this Charge and (where there has been a formal assignment as referred to in Clause 3 3) shall execute a re-assignment of the Contract and other Charged Property

#### **6 Negative Pledge**

The Company shall not without the prior written consent of the Lender

6 1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part of it Any mortgage of or charge on the Charged Property created by the Company (otherwise than in favour of the Lender) shall be expressed to be subject to this Charge, or

6 2 assign or in any way dispose of the Charged Property or any interest in it or assign or otherwise dispose of any monies payable to the Company in connection with the Charged Property or agree to do any of the foregoing, or

6 3 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Charged Property

## **7. Covenants by the Company**

The Company covenants with the Lender at all times during the continuance of the security constituted by this Charge

7 1 to observe and perform and carry out each and every term of the Contract as far as they fall to be observed and performed by the Company and without prejudice to the generality of the foregoing will promptly

(a) pay all sums due to the Contractor under the Contract in accordance with its provisions,

(b) permit the Contractor access to the Property,

(c) furnish the Contractor with details of any instructions or changes required in accordance with the provisions of the Contract,

(d) provide the Contractor with a written statement of practical completion immediately upon practical completion, and

(e) where called upon by the Lender in writing take any action reasonably required by the Lender in order to safeguard the Contract and the rights and other matters charged to the Lender under this Charge,

7 2 immediately deliver to the Lender a true copy of any notice, order, direction, permission or other material communication served by the Contractor or by any competent authority relating directly or indirectly to the Contract or the Property,

7 3 immediately notify the Lender of any actual or anticipated breach of or claim relating to the Contract,

7 4 not to compromise or settle any claim relating to the Charged Property without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed),

7 5 to hold in trust for the Lender all money received under any insurance of the buildings and any building work on the Property and at the Lender's option (but subject to the terms of the Contract) to apply such money in making good

the relevant loss or damage or in or towards discharge of the Secured Liabilities, and

- 7.6 to indemnify the Lender and any Receiver from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or out of tort or in any other way properly incurred by the Lender or any Receiver or by any manager, agent, officer, servant or workman or attorney for whose debt default or miscarriage the Lender or any Receiver may be answerable for anything done or omitted to be done in the exercise or purported exercise of the powers under this Charge or under any appointment made under the provisions of this Charge and against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of this Charge are properly payable for the Charged Property or any part of it or by its owner or occupier

**8. Enforcement Events**

The whole of the Secured Liabilities shall become immediately due and payable and the security constituted by this Charge shall become enforceable if the Company fails to pay the Secured Liabilities when due or any Event of Default as defined in the Facility Agreement occurs

**9. Enforcement**

Sections 103 and 109 of the LPA shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the occurrence of an Enforcement Event

**10. Entry and Possession by Lender or Receiver**

At any time while this Charge shall be enforceable as between the parties, it is expressly declared that it shall be lawful for the Lender or any Receiver to enter upon and take possession of the Development or any part or parts of it and/or to take over the rights of the Company under the Contract in each case to the exclusion of the Company



## **11. Appointment and Powers of Receiver**

- 11 1 At any time after the occurrence of an Enforcement Event or if requested by the Company the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property or any part of it and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 11 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 11 3 The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been appointed under such legislation and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Company or otherwise to do the following things
- (a) to exercise the rights or powers conferred upon the Company by the Contract but provided always that nothing in this Charge shall place any obligation upon the Receiver to exercise or refrain from exercising any such rights or powers,
  - (b) to enforce by legal proceedings or otherwise as may seem expedient to him or by other lawful act or procedure the performance of the duties or obligations imposed upon the Contractor under the Contract and to give and receive such notices as he may deem desirable whether in connection with the acts or omissions by the Contractor or otherwise,
  - (c) to perform, vary or cancel all obligations of the Company under the Contract and to vary, extend, assign, sell, rescind, surrender, discharge or otherwise dispose of or deal with the same in such manner for such consideration and generally on such terms and conditions as the Receiver may think fit without being liable for loss or damage,
  - (d) to carry out and complete or cause to be carried out or completed the Development, any development or improvement or works or contractual arrangements required to be performed under the Contract and/or to which the Charged Property relates on such terms and with such modifications as he thinks fit and for that purpose a Receiver

may (but shall not be bound to) adopt and enforce any contract already made by the Company in connection with such matters but may make new contracts as he thinks necessary or desirable on such terms as he shall consider fit,

- (e) to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit,
- (f) to carry out or cause to be carried out or completed any works of building repair, laying out, reconstruction, fitting out furnishing or equipment,
- (g) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Charged Property or any part of it or deal with or otherwise dispose of the Charged Property or any part of it in such manner and generally on such terms and conditions as he thinks fit in the name of or on behalf of the Company or otherwise and as if he were the sole beneficial owner of the Charged Property and for such consideration including without limitation, shares, securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit,
- (h) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or in connection with this Charge or for any other purpose to borrow monies from the Lender or others on the security of the Charged Property or otherwise on such terms as he may in his absolute discretion think fit,
- (i) to make any arrangements or compromise which the Lender or he shall think fit whether in connection with the Contract or otherwise or to any covenants, conditions or restrictions concerning the Charged Property or without limitation otherwise with any other person,
- (j) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Charged Property,
- (k) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit,

- (l) to appoint managers, officers, contractors and agents for the above purposes upon such terms as to remuneration or otherwise as he may determine, and
- (m) to do all such other acts and things as may be considered to be incidental or conducive to any of the above matters or powers and which he lawfully may or can do

11 4 All statutory and other powers of the Lender and all or any of the powers, authorities and discretions conferred under this Charge either expressly or by reference of a Receiver or Receivers may be exercised by the Lender without first appointing a Receiver or Receivers and the Lender shall have power (at the Company's cost) to exercise or refrain from exercising (at the Lender's own absolute discretion) any rights, powers or discretions on the part of a permitted assignee or chargee under the terms of the Contract and nothing that shall be done by or on behalf of the Lender shall render it liable to account as a mortgagee in possession

## **12. Lender's Liability**

In no circumstances shall the Lender nor shall any Receiver appointed under this Charge, be liable to account as mortgagee or mortgagees in possession of the Charged Property or any part of it or be liable to the Company or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Lender, its officers, employees or agents in connection with the Charged Property, this Charge or the Facility Agreement except to the extent that they shall be caused by the Lender's own fraud, negligence or wilful misconduct or that of its officers or employees

## **13. Protection of Third Parties**

13 1 Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver

13 2 All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver

#### **14. Power of Leasing**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended so as to authorise the Lender whether in the name of the Lender or in that of the Company, to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit

#### **15 Power of Attorney**

- 15 1 The Company irrevocably appoints the Lender and the Receiver, jointly and also severally, the attorney and attorneys of the Company for the Company and in the name and on behalf of the Company and as the act and deed of the Company or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge, including (without limitation) to execute any documents necessary to exercise any of the Lender's rights under this Charge or under the Contract
- 15 2 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge
- 15 3 This power of attorney is irrevocable and is granted for value as part of the security constituted by this Charge

#### **16. New Accounts**

- 16 1 The Lender shall on receiving notice that the Company has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Company and to open a new account or accounts with the Company and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account
- 16 2 If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at

the time when it received such notice and as from that time all payments made by the Company to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Company to the Lender when it received such notice

**17. The Contractor**

- 17.1 The Contractor acknowledges notice of and consents to the charging of the Contract by the Company on the terms of this Charge
- 17.2 The Contractor confirms that it has not received notice of any other Encumbrance over the Contract at the date of this Charge
- 17.3 The Contractor undertakes with the Lender that on the same day as it serves any notice on the Company under the Contract it will serve a copy of the notice on the Lender

**18 Costs and Expenses**

- 18.1 The Company shall on demand and on a full indemnity basis pay to the Lender
  - (a) the amount of all costs and expenses (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and any Receiver appointed by the Lender incurs in connection with
    - (i) the preparation, negotiation, execution and delivery of this Charge and any related documents,
    - (ii) any actual or proposed amendment of or waiver or consent under or in connection with the Facility Agreement or this Charge,
    - (iii) any discharge or release of this Charge,
    - (iv) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Charge, the Facility Agreement and any related document,
    - (v) obtaining payment of the Secured Liabilities, and

(vi) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Facility Agreement or this Charge and any related document, and

(b) all other monies paid by the Lender in perfecting or otherwise in connection with this Charge or in connection with the Charged Property

18 2 Such costs expenses and other monies shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly at the rate of interest specified in the Facility Agreement and shall be charged on the Charged Property

#### **19. Continuing Security**

19 1 Subject to the provisions of Clause 5 this Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold for the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

19 2 Section 93 of the LPA shall not apply to this Charge

#### **20 Notices**

20 1 Every notice, demand or other communication under this Charge shall be in writing and may be delivered personally or by letter despatched as follows

- (a) if to the Lender, to its address specified at the head of this Charge,
- (b) if to the Company, to its address specified at the head of this Charge or its registered or principal office for the time being,
- (c) if to the Contractor to its address specified at the head of this Charge or its registered or principal office for the time being,

or to such other address as may be notified in accordance with this Clause by the relevant parties to the other parties for such purpose

20 2 Every notice, demand or other communication shall be deemed to have been received if sent by post 48 hours after despatch and if delivered personally at the time of delivery if during normal business hours in the place of intended

receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day

- 20 3 Any notices, demands or other communication to be given by the Lender may be made by a manager of the Lender or by any person or firm acting as solicitor or solicitors for the Lender

**21. Assignment**

The Company may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person

**22. Miscellaneous**

- 22 1 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge, shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy
- 22 2 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised in accordance with the provisions of this Charge and of the Facility Agreement from time to time and as often as the Lender deems expedient
- 22 3 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 22 4 If at any time, any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any way under any law or any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 22 5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall in the absence of obvious error be conclusive and binding on the Company
- 22 6 This Charge may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument

22 7 The Company warrants that this Charge does not contravene any of the provisions of its Memorandum and Articles of Association

**23. Law and Jurisdiction**

23 1 This Charge is governed by and shall be construed in accordance with the laws of England and Wales

23 2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction in connection with any claim, dispute or difference concerning this Charge and any matter arising from it

23 3 Each party irrevocably waives any right that it may have to object to an action being brought in the above courts

This Charge has been executed as a deed on the date stated at its head



## **Schedule 1 -The Property**

Land to the rear of Benwick Court, Croydon Road, Penge

EXECUTED as a DEED and  
DELIVERED by a director of INNOVATE  
SPACE LIMITED in the presence of

[REDACTED]

Signature of witness

[REDACTED]

Name of witness

[REDACTED]

[REDACTED]

Address

[REDACTED]

Occupation

[REDACTED]

Signature of director

[REDACTED]

Name of director

EXECUTED as a DEED and  
DELIVERED by a director of COURT  
INVESTMENTS LIMITED in

the presence of

Signature of director

Name of director

Signature of witness

Name of witness

Address

Occupation

SIGNED as a DEED and DELIVERED by  
as attorney for and on behalf of LLOYDS  
BANK PLC in the presence of

SIGNED AS A DEED

Signature of witness

Name of witness

Address

Occupation