

# MR01

## Particulars of a charge



127203/13

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

You can use the WebFiling service to file this form online Please go to www.companieshouse.gov.uk

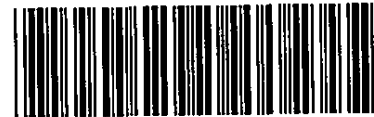
**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is an instrument Use form

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

This form **must be delivered to the Registrar for registration** 21 days beginning with the day after the date of creation of the charge. If the form is 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. It will be scanned and placed on the public record. **Do not send the original.**



A10 29/09/2015 #436  
COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 9 3 5 4 3 8 6

Company name in full 1 High Street Poole Limited

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 3 0 9 2 0 1 5

### 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 RR Securities Limited

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

## Particulars of a charge

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### Brief description

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

Brief description

ALL THAT freehold property known as 1 High Street, Poole BH15 registered at the Land Registry with Title Absolute under Title No DT73667 and ALL THAT freehold property known as 1 High Street, Poole BH15 registered at the Land Registry with Title Absolute under Title No DT73068

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

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

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

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

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### Signature

Please sign the form here

Signature


Signature

X Brode Maran & Co X

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

# MR01

## Particulars of a charge

 <b>Presenter information</b>
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	L Denman
Company name	Brook Martin & Co
Address	29 York Street
	London
Post town	
County/Region	
Postcode	W 1 H 1 E Z
Country	
DX	DX 41745 Marylebone 2
Telephone	020 7935 8520


<input checked="" type="checkbox"/> <b>Certificate</b>
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.

<input checked="" type="checkbox"/> <b>Checklist</b>
We may return forms completed incorrectly or with information missing.

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


 <b>Important information</b>
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Please note that all information on this form will appear on the public record

 <b>How to pay</b>
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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'

 <b>Where to send</b>
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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

 <b>Further information</b>
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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)



**FILE COPY**

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

Company number: 9354386

Charge code: 0935 4386 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2015 and created by 1 HIGH STREET POOLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2015

*OK*

Given at Companies House, Cardiff on 2nd October 2015



**Companies House**



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

**LEGAL CHARGE**

DATED the 23<sup>rd</sup> day of September Two Thousand and Fifteen  
**BETWEEN RR SECURITIES LIMITED** (Company No 06875368) whose registered office is at 109 Gloucester Place, London W1U 6JW (hereinafter called "the Lender") of the one part and **1 HIGH STREET POOLE LIMITED** (Company No 9354386) whose registered office is situate at Bridge House, 4 Borough High Street, London SE1 9QR (hereinafter called "the Borrower") of the other part

**N O W THIS DEED W I T N E S S E T H** as follows -

**1 DEFINITIONS**

(1) In this deed except in so far as the context otherwise requires

"Property" means the property for the time being subject to the security created by this deed and references to the property shall include references to any part of it

"Facility Letter" means the facility letter as from time to time amended or supplemented issued by RR Securities Limited to the Borrower on 10<sup>th</sup> September 2015 a copy of which is annexed hereto

"Secured Amounts" means all amounts (including without limitation monies advanced to the Borrower by the Lender under the terms of the Facility Letter) which are or may become payable (in respect of principal interest or otherwise whatsoever) by the Borrower under this deed or otherwise howsoever and references to the Secured Amounts shall include references to any or any part of them

"this deed" means this legal charge and any document varying the same or supplemental thereto

(2) References to the Borrower and to the Lender include references to persons deriving title under them respectively

(3) Where there is more than one person for the time being included in the expression "the Borrower" covenants and obligations at any time expressed to be made or assumed by the persons in question are made to be construed as made by all such persons jointly and each of them severally

**WE CERTIFY THIS TO BE A TRUE COPY**

  
.....  
**BROOK MARTIN & CO.**

REF

SB

## 2 COVENANT TO PAY

The Borrowers covenants to pay the Secured Amounts on demand (unless otherwise agreed in writing)

## 3 CHARGE

- (1) The Borrower with full title guarantee hereby charges by way of legal mortgage the property described in the Schedule hereto and all buildings fixtures plant and machinery fittings and apparatus for the time being thereon or any part thereof with payment of the Secured Amounts as and when they shall be due and payable
- (2) This Charge is intended to secure further advances and in the case of registered land the Lender and the Borrower hereby apply to the Registrar at the Land Registry for a note to be entered on the Charges Register of the title number relating to the Property that the Lender is under an obligation to make further advances
- (3) 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 Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

## 4 GENERAL COVENANTS

The Borrower further covenants with the Lender as follows -

- (1) Punctually to pay and discharge all rent rates taxed duties charges assessments impositions and outgoings whatsoever (whether or not of a novel nature) now or hereafter charged or imposed upon or payable in respect of the Property or the owner or occupier thereof
- (2) To keep the Property in good and substantial repair and condition clean and free from all defects whatsoever and to maintain in proper working order renewing and replacing when necessary that part of the Property which consists of fixtures structures plan and machinery
- (3) Not to erect any additional buildings or structures or make any additions or alterations to any existing buildings comprised in the Property save with the prior written consent of the Lender
- (4) To keep the Property insured in its full replacement value (which shall not be less than the amount from time to time determined by the Lender)



against such risks losses fees costs and expenses and in such office and on such terms as the Lender shall from time to time require in the joint names of the Borrower and the Lender or if the Lender shall so require with the interest of the Lender endorsed on the relevant policy or policies

- (5) To produce to the Lender on demand as it shall require all or any of the policies and receipts for the last premiums payable thereunder or provide other evidence satisfactory to the Lender as to the terms of the insurance and payment of premiums
- (6) To apply any money received on any insurance whatsoever of the Property in either making good the loss or damage in respect of which it was received or (as the Lender may require) in or towards the discharge of the Secured Amounts
- (7) To observe and perform all subsisting covenants provisions and conditions whatsoever and howsoever affecting or imposed on the Property or the owner or occupier thereof
- (8) Promptly to comply with all notices regulations directions and requirements whatsoever affecting the Property or the user of occupation thereof under or by virtue of any Act of Parliament for the time being in force or any order or instrument made or issued thereunder
- (9) Forthwith to notify the Lender in writing of any notice received in respect of or relating to the Property as soon as the Borrower becomes aware of the same and produce a copy thereof to the Lender on demand
- (10) Not to give any notice in respect of the Property without the prior consent in writing of the Lender such consent not to be unreasonably withheld
- (11) In connection with any notice received given or to be given in respect of the Property to take such steps actions or make such objections or representations as the Lender may reasonably require
- (12) Not to make any application to change nor to change the authorised use nor to carry out any other development of the Property save in each case with the prior written consent of the Lender
- (13) Not to cause or permit any person to be registered under the Land Registration Acts as proprietor of the Property
- (14) Not to part with possession of nor to grant or give any licence or right to occupy the Property
- (15) Not to exercise the statutory or other powers of making leases and accepting or agreeing to accept surrenders of leases without the prior written consent of the Lender



- (16) Not to waive or vary the terms of any lease or other document relating to the Property without the prior written consent of the Lender
- (17) Not to create or permit to exist or arise any charge mortgage or any other security whatsoever in respect of the Property save with the prior written consent of the Lender
- (18) To permit the Lender and its authorised representatives workmen and contractors upon reasonable notice (except in emergency) to inspect the Property and to carry out any works the Lender is entitled to undertake this deed or otherwise howsoever
- (19)
  - (i) The Borrower covenants with the Lender that during the continuance of this security the Borrower shall at all times acquire and maintain or procure the acquisition and maintenance of all relevant Environmental Licences required by its ownership use or occupation of the Property and for the conduct of the Business and will comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and will not knowingly do or permit an act or omission whereby any such Environmental Licence would be liable to be varied or revoked
  - (ii) Promptly upon receipt of the same to notify the Lender of any Environmental Claim
  - (iii) The Borrower will keep the Lender (and every Receiver attorney manager agent and other person duly appointed by the Lender hereunder) fully and effectually indemnified from and against all liabilities losses (including consequential losses) costs charges and expenses caused wholly or partly directly or indirectly by
    - (a) the creation imposition recording or registration of any mortgage charge encumbrance or security interest over the Property securing the reimbursement to or recovery by any third party (including without limitation any regulatory authority or government agency) of any costs expenses or other sums incurred in consequence of a breach contravention or violation of any Environmental Law or the release discharge or emission of any harmful or hazardous material and the redemption removal vacation or discharge of any such mortgage charge encumbrance or other security interest
    - (b) the making of any Environmental Claim against the Lender and/or any Receiver or other such person(s) or the Borrower in respect of the Property and/or any business operations or activities thereon

(c) any liability or potential liability upon the Lender and/or any Receiver or other such person(s) to remedy clean-up or make good any breach contravention or violation of any Environmental Law by the Borrower or any harm actual or potential to the environment caused directly or indirectly by any release emission or discharge of any harmful or hazardous material from in or to the Property and/or

(d) by reason of any breach of clause (19) (i) above

5 If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Lender and the Lender shall cease to be under any further obligation to the Borrower

- (1) the Borrower fails to pay any of the Secured Liabilities when due or
- (2) the Borrower commits any breach of any of the covenants or any other provision of this Charge or
- (3) any representation or warranty made or deemed to be made or repeated by the Lender in or pursuant to this Charge is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time and if the events or circumstances giving rise the incorrectness are capable of remedy, they are not remedied within ten days of the date on which the Lender becomes aware that the relevant representation or warranty was incorrect or
- (4) any Encumbrance on or over the Business assets rights or revenues of the Borrower becomes enforceable or
- (5) an encumbrancer takes possession or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any part of the undertaking assets rights or revenues of the Borrower or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Borrower or
- (6) the Borrower is or is adjudicated or found to be insolvent or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or
- (7) the Borrower proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Borrower under any law regulation or procedure relating to reconstruction or adjustment of debts or

- (8) a petition is presented by any person for an administration order in relation to the Borrower or
- (9) any petition is presented by any person or any order is made by any competent Court or any resolution is passed by the Borrower for its winding-up or dissolution or for the appointment of a liquidator of the Borrower

## 6 POWERS OF THE LENDER

- (1) The Lender shall be entitled at its discretion on behalf of and at the expense of the Borrower to do all acts and things whatsoever in relation to the Property considered by the Lender in its absolute discretion to be necessary to remedy any failure by the Borrower to observe or punctually perform any of the Borrower's obligation under this deed and/or to preserve or protect the Property or its value or the security created by this deed as if the Lender was wholly and absolutely entitled to the Property without prejudice however to the indemnity hereinafter contained
- (2) The statutory power of sale and of appointing a receiver (as hereinafter extended and varied) shall arise immediately after the execution of this deed
- (3) Section 103 of the Law of Property Act 1925 shall not apply to this deed and the statutory power of sale and of appointing a receiver (as extended and varied) shall be exercisable at any time after written demand by the Lender to the Borrower for repayment of all or any part of the Secured Amounts
- (4) The powers conferred by Sections 99(2) and 100(2) and 101 of the Law of Property Act 1925 are hereby varied and extended so that at any time after demand as aforesaid the Lender shall have full power in its absolute discretion to do (but shall not be obliged to do) any of the acts and things which a receiver is authorised to do under Clause 6(1) of this deed
- (5) The Lender shall be entitled to appoint by deed or under hand one or more receivers of the Property or a receiver or receivers of any part of the Property on such terms and remuneration and to dismiss or replace any receiver or receivers appointed under this deed as the Lender may in its absolute discretion determine

## 7 RECEIVER

- (1) A receiver appointed under this deed shall have full unrestricted power at his absolute discretion



- (a) to take possession of get in and collect the Property
- (b) to sell exchange licence or otherwise dispose of or in any way whatsoever deal with the Property for such consideration (if any) otherwise upon such terms as he shall deem fit and also to concur in any such transaction
- (c) to make any lease or leases whatsoever of the Property whether reversionary or in possession for such length of term at such premium rack or nominal rent with such provisions for review thereof and with such options to renew or acquire any reversionary interest expectant thereon as he may determine
- (d) to vary the terms of (including operation of rent reviews) terminate grant renewals or accept surrenders of leases or tenancies of the Property or any part of it in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant in a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit
- (e) to appoint engage and dismiss managers officers agents advisors and employees upon such remuneration and such other terms as he may determine
- (f) to insure repair replace exploit manage and develop the Property in any manner
- (g) to borrow or raise money (whether on the security of the Property or otherwise) from such person (including the Lender) either in priority to or subject to this deed as he shall determine
- (h) to sever any fixtures from the Property and to move sell store or otherwise deal with as he may think fit such fixtures and any chattels on the Property
- (i) to carry out any scheme or arrangement in connection with the exercise of any of the foregoing powers which he may in his absolute discretion consider appropriate
- (j) to do all such other acts and things whether or not similar or incidental to the foregoing in relation to the Property which he may consider expedient as effectually as if he was wholly and absolutely entitled to the Property
- (k) to provide such facilities and services for tenants and generally to

manage the Property in such a manner as he shall think fit

- (l) to take any proceedings in relation to the Property or any part thereof in the name of the Borrower or otherwise as may seem expedient including proceedings for the collection of rents in arrear at the date of his appointment
- (2) Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to any receiver appointed under this deed and the proceeds arising from the exercise of the foregoing powers shall be applied in or towards discharging in the following order of priority
- (a) all costs charges and expenses incurred and payment made by a receiver in the exercise of his powers and/or incidental to his appointment
  - (b) the remuneration of the receiver
  - (c) all monies and liabilities secured by this deed in such order as the Lender may determine
  - (d) the claims of those entitled to any surplus
- (3) Any receiver appointed hereunder shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts defaults remuneration or otherwise and shall have and be entitled to exercise all the rights conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the receiver had been duly appointed hereunder

PROVIDED nevertheless that the receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

## 8 POWER OF ATTORNEY

The Borrower irrevocably and by way of security appoints the Lender to be the Borrower's attorney (with power to appoint substitutes and to sub-delegate with regard to all or any part or parts of the Property) on the Borrower's behalf and in the Borrower's name or otherwise to execute any document or to do any act or thing which the Borrower to execute or do under this deed or which the Lender (or its substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Lender or a receiver or the protection or preservation or realisation of the security hereby created or the perfection of this deed and any person appointed the substitute of the Lender shall in connection with the exercise of the said power of attorney be the agent of the Borrower and clause 6(3) shall apply mutatis mutandis

9 INDEMNITY

- (1) The Borrower covenants that the Borrower will fully indemnify and keep fully indemnified the Lender in respect of all costs claims expenses losses damages and liabilities suffered or incurred by the Lender or any such receiver in connection with this deed or in consequence of anything done or purported to have been done by or at the instigation of the Lender or such receiver (including protecting preserving or realising the Lender's security)
- (2) The amounts payable under clause 8(1) above shall carry interest at the rate from time to time applicable under clause 2 hereof (as well after as before any judgment) from the date on which they were incurred or charged by the Lender or any such receiver to the date of actual payment and such amounts and interest may be debited by the Lender to any account of the Borrower

10 FURTHER AND OTHER SECURITY AND MISCELLANEOUS PROVISIONS

- (1) The Lender shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted or received on account from the Borrower by the Lender or which the Borrower shall or may be liable thereon as the Lender in its absolute discretion shall think fit without in any way releasing the Borrower or affecting the security hereby created
- (2) The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this deed
- (3) Without prejudice to the Lender's rights in respect of any breach of Clause 4(17) of this deed
  - (a) if the Lender receives notice of any mortgage charge or other security affecting the Property it may open a new account with the Borrower and if it fails to do so it shall nevertheless be deemed to have opened a new account as at the time it received such notice and all payments made by the Borrower to the Lender after the Lender received such notice shall be credited or deemed to have been credited to the new account and in no circumstances shall operate to reduce the Secured Amounts as at the time the Lender received such notice
  - (b) The Lender may settle and pass the accounts of any person in whose favour any charge mortgage or security whatsoever in respect of the Property may for the time being be vested and all accounts so settled and passed shall be conclusive in favour of the

Lender and shall bind the Borrower

- (4) If the Borrower has more than one account with the Lender then the Lender may at any time without notice to the Borrower transfer all or any part of any credit balance on any such account to any other account which may then be in debit or otherwise apply the credit balance in or towards satisfying the Secured Amounts whether or not the balance in the account is in debit or the Secured Amounts are expressed in the same currency
- (5) If the Lender takes or obtains an order for possession of the Property and the Borrower fails to remove any furniture or other chattels within seven days of receiving a written notice from the Lender requiring such removal the Lender may remove and sell the same (without being under any other liability to the Borrower than to account for the net proceeds of such sale) and the Borrower shall indemnify the Lender against all expenses and liabilities whatsoever incurred by the Lender in connection with such removal and sale provided that this clause does not give the Lender any such rights as would make this deed a Bill of Sale
- (6) The Borrower confirms that it has obtained all the requisite consents authorities and approvals to this security

11 CERTIFICATE

A certificate by an officer of the Lender as to the amount of the Secured Amounts shall be conclusive (save in the case of manifest error) for all purposes against the Borrower

12 REGISTERED LAND

The Borrower hereby applies and agrees that the Lender may apply to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Borrower's title to the Property "Except under an order of the Registrar no disposition by the Proprietor of the land is to be registered without the written consent of the Proprietor for the time being of the Charge created by this Deed in favour of the Lender referred to in the Charges Register"

13 NOTICES

Without prejudice and in addition to the provisions of Section 196 of the Law of Property Act 1925 any demand for payment or other demand or notice hereunder may be made by any manager or officer of the Lender or of any branch thereof by letter delivered to or sent by post addressed to the Borrower at the Borrower's registered office or any place of business of the Borrower and in the case of posting every demand or notice so made or given shall be deemed to have been made 24 hours after the letter was posted



14 CORRECTION OF DEED

The Borrower authorises the Lender to correct any wrongly completed name or address or description in this deed and to insert the title number (if any) of the Property against its description for the purpose of correctly identifying the Property and/or procuring the registration of this deed as a registered charge

15 INTERPRETATION

This deed is to be interpreted in conjunction with the Facility Letter and if the former is in any way in conflict with contradictory to or otherwise silent on any matter dealt with therein then the terms of the Facility Letter shall be deemed to prevail

16 JURISDICTION

- (1) This deed shall be governed by and interpreted in accordance with English Law
- (2) The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England but this Legal Charge may be enforced in any court of competent jurisdiction

17 TRANSFERS

- (1) This Charge is freely assignable or transferable by the Lender
- (2) The Borrower 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
- (3) The Lender may disclose to any person related to the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower provided that the Lender shall just have obtained an undertaking from such person that it will keep that information confidential to itself and its professional advisors (save to the extent that it is in the public domain or is required by law or its regulatory authorities to disclose its content)

IN WITNESS whereof this deed has been executed by the Borrower the day and year first before written

SCHEDULE

Particulars of the Property

ALL THAT freehold property known as 1 High Street, Poole BH15 registered at the Land Registry with Title Absolute under Title No DT73667 and ALL THAT freehold property known as 1 High Street, Poole BH15 registered at the Land Registry with Title Absolute under Title No DT73068

Executed by  
**1 HIGH STREET POOLE LIMITED**  
in the presence of -



Director

Witness Signature *L Denman*  
Name *LESLIE DENMAN*  
Address *29 York St*  
*London*  
*W1H 1E2*  
Occupation *Secretary*