

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:
2	Property:
3	Date:
4	Borrower: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: THE SECRETARY OF STATE FOR DEFENCE <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: <i>[insert address from the Transfer – see Part I paragraph 4.2 of the Schedule]</i>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input checked="" type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate (other than a charge) 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 Secretary of State for Defence of <i>[insert address from the Transfer – see Part I paragraph 4.2 of the Schedule]</i> or their conveyancer or any person authorised to authenticate the Corporate Seal of the Secretary of State for Defence</p>
9	<p>Additional provisions</p> <p>i. The Charge referred to in Panel 7 is made pursuant to the Transfer (“the Transfer”) bearing even date herewith and to which the Borrower and the Lender are parties and the Borrower acknowledges that the Property is charged by way of legal mortgage as security for the repayment to the Lender of all moneys (including interest) covenanted to be paid to the Lender under the Transfer and which may be owing from time to time by the Borrower to the Lender and in respect of which the Borrower has covenanted in the Transfer that the Lender shall be paid on the occasion of any Trigger Event (as therein defined) the additional moneys as therein mentioned and Overage as therein mentioned</p> <p>ii. The Borrower HEREBY COVENANTS with the Lender to pay to the Lender all such moneys as the Lender shall be entitled to under the terms of the Transfer</p> <p>iii. The statutory powers of sale and of appointing a Receiver in respect of the security hereby created shall be in favour of a purchaser as defined by and in Section 205 of the Law of Property Act 1925 be deemed to arise and be exercisable immediately upon the execution thereof</p> <p>iv. The Borrower shall not have any power to dispose of the Property without the consent in writing of the Lender (and for the purposes of this clause “dispose of” shall be construed in accordance with the Transfer) subject however to the covenants on the part of the Lender contained in the Transfer</p> <p>v. For the avoidance of doubt this Charge shall not be discharged by any payment within the Clawback Period (as defined in the Transfer) but shall continue to apply until the Clawback Period has expired and all moneys secured by this Charge have been paid provided that this Charge shall cease to apply to any part of the Property which is the subject of an Exempted Disposition (as defined in the Transfer)</p>

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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