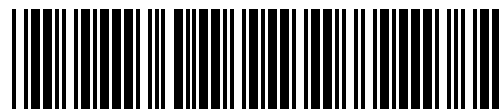




Registration of a Charge

Company Name: **OAKLEY HOMES LIMITED**

Company Number: **07242460**



XCVAPMXC

Received for filing in Electronic Format on the: **23/01/2024**

Details of Charge

Date of creation: **16/01/2024**

Charge code: **0724 2460 0007**

Persons entitled: **PATRICK REGAN AND WENDY REGAN**

Brief description: **ALL THAT FREEHOLD PROPERTY BEING CHATELET, WONFORD CLOSE, WALTON ON THE HILL, TADWORTH KT20 7QX AND REGISTERED AT THE LAND REGISTRY WITH FREEHOLD TITLE NUMBER SY215400 AS SHOWN SHADED PINK ON THE ATTACHED TITLE PLAN**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RICHARD ROBERTS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7242460

Charge code: 0724 2460 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2024 and created by OAKLEY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2024 .

Given at Companies House, Cardiff on 24th January 2024

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**

Dated

16 January

2024

OAKLEY HOMES LIMITED (AS CHARGOR) (1)

and

PATRICK REGAN and WENDY REGAN (AS LENDER) (2)

LEGAL CHARGE

-relating to-

Chatelet, Wonford Close, Walton On The Hill, Tadworth KT20 7QX

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Dated

16 January

2024

Between

- (1) **OAKLEY HOMES LIMITED** registered in England with company number 07242460 whose registered office is at Regency House 61 Walton Street, Walton On The Hill, Tadworth, United Kingdom, KT20 7RZ ("**Chargor**"); and
- (2) **PATRICK REGAN** and **WENDY REGAN** of 4 Shirley Avenue, Cheam, Sutton, Surrey SM2 7QR ("**Lender**").

1. Covenant to pay

- 1.1. The Chargor covenants with the Lender that it will pay and discharge all monies and liabilities now or at any time in the future when due, owing or incurred by the Chargor to the Lender on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.
- 1.2. The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest.

2. Charge

The Chargor charges to the Lender with full title guarantee and as a continuing security for the monies and liabilities referred to in Clause 1.1, by way of legal mortgage the property specified in the Schedule (the **Property**).

3. Further Assurance

- 3.1. The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any receiver.

4. Restriction

- 4.1. The Chargor shall not without the prior written consent of the Lender:
 - 4.1.1. create or permit to subsist or arise any mortgage, charge, debenture or other encumbrance over the Property or any part thereof; or
 - 4.1.2. sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing.

5. Covenants by the Chargor

5.1. The Chargor covenants with the Lender at all times during the continuance of this Charge:

5.1.1. to keep the buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Lender free access at all reasonable times to view the state and condition of the Property;

5.1.2. to ensure that the Property is insured with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value and the Chargor shall pay all premiums when due and shall if required produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;

5.1.3. to apply any insurance proceeds towards the discharge of the liabilities secured by this Charge and pending such application the Chargor will hold such proceeds in trust for the Lender;

5.1.4. to punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Charge is held; and

5.1.5. not without the previous written consent of the Lender to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

5.2. If the Chargor fails to comply with any of the obligations under Clause 5.1 then the Lender may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Chargor on demand, and, until so reimbursed, shall carry interest as mentioned in Clause 1.2 from the date of payment to the date of reimbursement.

6. Enforcement

Section 103 of the Law of Property Act 1925 (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 Lender shall have demanded payment of any of the liabilities secured by this Charge.

7. Appointment and powers of receiver

7.1. At any time after this Charge has become enforceable or, if requested by the Chargor, 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 Property and where more than one receiver is appointed they may be given power to act either jointly or severally.

- 7.2. The Lender may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place.
- 7.3. The receiver shall (so far as the law permits) be the agent of the Chargor (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 in the same way as if the receiver had been duly appointed thereunder 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 Chargor or otherwise to do the following things, namely:
- 7.3.1. to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property;
 - 7.3.2. to commence and/or complete any building operations on the Property and 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;
 - 7.3.3. to borrow monies from the Lender or others on the security of the Property for the purpose of exercising any of his powers;
 - 7.3.4. to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
 - 7.3.5. to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
 - 7.3.6. to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
 - 7.3.7. to make and effect all repairs and improvements;
 - 7.3.8. to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
 - 7.3.9. to purchase materials, tools, equipment, goods or supplies;
 - 7.3.10. to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
 - 7.3.11. to do all such other acts and things as may reasonably be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.
- Provided nevertheless that the receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.
- 7.4. Any monies received by the receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise

of all or any of his powers and in payment of his remuneration, secondly in or towards satisfaction of the monies and liabilities secured by this Charge and any balance shall be paid to the person or persons lawfully entitled to it.

8. Lender's liability

- 8.1. In no circumstances shall the Lender be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Lender.
- 8.2. In no circumstances shall the Lender be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Lender, its officers, employees or agents in relation to the Property or in connection with this Charge.

9. Protection of third parties

- 9.1. Any purchaser or any other person dealing with the Lender or any receiver shall not be concerned to enquire whether the liabilities secured by this Charge 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.
- 9.2. All the protections 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.

10. Powers of leasing

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Chargor 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 Chargor 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.

11. Power of attorney

- 11.1. The Chargor irrevocably appoints the Lender and the receiver, jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor 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.
- 11.2. The Chargor 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.

12. Joint and several liability

Where the Chargor comprises more than one person, those persons will be jointly and severally liable for the Chargor's obligations and liabilities arising under this Agreement. The Lender may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

13. Lender's rights

13.1. At any time after this Charge becomes enforceable, all powers of the receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise.

13.2. The Chargor agrees that at any time after this Charge becomes enforceable, where the Chargor is an individual, the Lender may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Chargor and the Lender shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Lender.

13.3. The Lender may at any time after this Charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing liabilities to the Lender and set off or transfer any sum or sums held from time to time by the Lender on behalf of the Chargor in or towards satisfaction of any of the liabilities of the Chargor to the Lender in any other respects. The Lender shall notify the Chargor that such a transfer has been made.

14. Costs

All costs, charges and expenses incurred by the Lender in relation to this Charge or the preservation or enforcement or attempted enforcement of the Lender's rights under this Charge shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in Clause 1.2 from the date of payment to the date of reimbursement.

15. Indemnity

The Lender and every receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Lender and any such receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

16. Continuing security

16.1. 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 liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged.

- 16.2. Section 93 of the LPA shall not apply to this Charge.

17. Notices

- 17.1. Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Lender and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor or any officer of the Chargor at any place or by despatching it addressed to the Chargor at the address stated in this Charge (or such other address as may from time to time be notified by the Chargor to the Lender for this purpose) or address last known to the Chargor. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.
- 17.2. Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered.

18. Miscellaneous

- 18.1. The Lender shall have the right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information relating to the Property and the Chargor to any actual or prospective assignee, successor or participant.
- 18.2. 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.
- 18.3. The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 18.4. 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.
- 18.5. If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and 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.
- 18.6. Any certificate or determination of the Lender as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.

19. Law and jurisdiction

This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

20. Land Registry

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 18 January 2024 in favour of Patrick Regan and Wendy Regan referred to in the charges register."

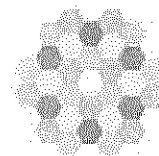
This Charge has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of this Charge

Schedule 1 - The Property

All that freehold property being Chatelet, Wonford Close, Walton On The Hill, Tadworth KT20 7QX and registered at the Land Registry with freehold title number SY215400 as shown shaded pink on the attached title plan.

HM Land Registry
Official copy of
title plan

Title number **SY215400**
Ordnance Survey map reference **TQ2254SW**
Scale **1:1250**
Administrative area **Surrey : Reigate and Banstead**



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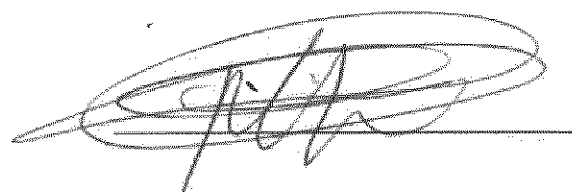
This official copy is incomplete without the preceding notes page.

THIS DOCUMENT FORMS AN IMPORTANT DEED SECURING ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY YOU. IF THE LENDER IS NOT PAID YOU MAY LOSE THE PROPERTY CHARGED. YOU ARE ADVISED TO TAKE INDEPENDENT LEGAL ADVICE ON THE EFFECT OF THIS DEED

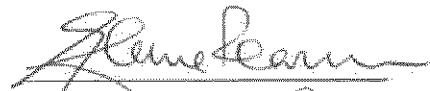
CHARGOR

Executed as a Deed by
Oakley Homes Limited acting by
PATRICK JAMES SHEEHAN a director
in the presence of a witness

)
)
)
)



Witness signature



Name of witness

Elaine Learner

Address of Witness

11 + 13 Grove Rd
Sutton Surrey SM1 1J5

Occupation

Solicitor

LENDER

Signed by)
PATRICK REGAN)
in the presence of a witness)

PATRICK REGAN

Witness signature

Name of witness

Address of Witness

Occupation

Signed by)
WENDY REGAN)
in the presence of a witness)

WENDY REGAN

Witness signature

Name of witness

Address of Witness

Occupation

Dated

16 January

2024

OAKLEY HOMES LIMITED (AS CHARGOR) (1)

and

PATRICK REGAN and WENDY REGAN (AS LENDER) (2)

LEGAL CHARGE

-relating to-

Chatelet, Wonford Close, Walton On The Hill, Tadworth KT20 7QX

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Dated

16 January

2024

Between

- (1) **OAKLEY HOMES LIMITED** registered in England with company number 07242460 whose registered office is at Regency House 61 Walton Street, Walton On The Hill, Tadworth, United Kingdom, KT20 7RZ ("**Chargor**"); and
- (2) **PATRICK REGAN** and **WENDY REGAN** of 4 Shirley Avenue, Cheam, Sutton, Surrey SM2 7QR ("**Lender**").

1. Covenant to pay

- 1.1. The Chargor covenants with the Lender that it will pay and discharge all monies and liabilities now or at any time in the future when due, owing or incurred by the Chargor to the Lender on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.
- 1.2. The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest.

2. Charge

The Chargor charges to the Lender with full title guarantee and as a continuing security for the monies and liabilities referred to in Clause 1.1, by way of legal mortgage the property specified in the Schedule (the **Property**).

3. Further Assurance

- 3.1. The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any receiver.

4. Restriction

- 4.1. The Chargor shall not without the prior written consent of the Lender:
 - 4.1.1. create or permit to subsist or arise any mortgage, charge, debenture or other encumbrance over the Property or any part thereof; or
 - 4.1.2. sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing.

5. Covenants by the Chargor

5.1. The Chargor covenants with the Lender at all times during the continuance of this Charge:

5.1.1. to keep the buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Lender free access at all reasonable times to view the state and condition of the Property;

5.1.2. to ensure that the Property is insured with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value and the Chargor shall pay all premiums when due and shall if required produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;

5.1.3. to apply any insurance proceeds towards the discharge of the liabilities secured by this Charge and pending such application the Chargor will hold such proceeds in trust for the Lender;

5.1.4. to punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Charge is held; and

5.1.5. not without the previous written consent of the Lender to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property.

5.2. If the Chargor fails to comply with any of the obligations under Clause 5.1 then the Lender may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Chargor on demand, and, until so reimbursed, shall carry interest as mentioned in Clause 1.2 from the date of payment to the date of reimbursement.

6. Enforcement

Section 103 of the Law of Property Act 1925 (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 Lender shall have demanded payment of any of the liabilities secured by this Charge.

7. Appointment and powers of receiver

7.1. At any time after this Charge has become enforceable or, if requested by the Chargor, 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 Property and where more than one receiver is appointed they may be given power to act either jointly or severally.

- 7.2. The Lender may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place.
- 7.3. The receiver shall (so far as the law permits) be the agent of the Chargor (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 in the same way as if the receiver had been duly appointed thereunder 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 Chargor or otherwise to do the following things, namely:
- 7.3.1. to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property;
 - 7.3.2. to commence and/or complete any building operations on the Property and 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;
 - 7.3.3. to borrow monies from the Lender or others on the security of the Property for the purpose of exercising any of his powers;
 - 7.3.4. to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
 - 7.3.5. to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
 - 7.3.6. to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
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 - 7.3.8. to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
 - 7.3.9. to purchase materials, tools, equipment, goods or supplies;
 - 7.3.10. to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
 - 7.3.11. to do all such other acts and things as may reasonably be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.
- Provided nevertheless that the receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.
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of all or any of his powers and in payment of his remuneration, secondly in or towards satisfaction of the monies and liabilities secured by this Charge and any balance shall be paid to the person or persons lawfully entitled to it.

8. Lender's liability

8.1. In no circumstances shall the Lender be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Lender.

8.2. In no circumstances shall the Lender be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Lender, its officers, employees or agents in relation to the Property or in connection with this Charge.

9. Protection of third parties

9.1. Any purchaser or any other person dealing with the Lender or any receiver shall not be concerned to enquire whether the liabilities secured by this Charge 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.

9.2. All the protections 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.

10. Powers of leasing

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Chargor 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 Chargor 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.

11. Power of attorney

11.1. The Chargor irrevocably appoints the Lender and the receiver, jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor 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.

11.2. The Chargor 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.

12. Joint and several liability

Where the Chargor comprises more than one person, those persons will be jointly and severally liable for the Chargor's obligations and liabilities arising under this Agreement. The Lender may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

13. Lender's rights

13.1. At any time after this Charge becomes enforceable, all powers of the receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise.

13.2. The Chargor agrees that at any time after this Charge becomes enforceable, where the Chargor is an individual, the Lender may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Chargor and the Lender shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Lender.

13.3. The Lender may at any time after this Charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing liabilities to the Lender and set off or transfer any sum or sums held from time to time by the Lender on behalf of the Chargor in or towards satisfaction of any of the liabilities of the Chargor to the Lender in any other respects. The Lender shall notify the Chargor that such a transfer has been made.

14. Costs

All costs, charges and expenses incurred by the Lender in relation to this Charge or the preservation or enforcement or attempted enforcement of the Lender's rights under this Charge shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in Clause 1.2 from the date of payment to the date of reimbursement.

15. Indemnity

The Lender and every receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Lender and any such receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

16. Continuing security

16.1. 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 liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged.

16.2. Section 93 of the LPA shall not apply to this Charge.

17. Notices

17.1. Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Lender and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor or any officer of the Chargor at any place or by despatching it addressed to the Chargor at the address stated in this Charge (or such other address as may from time to time be notified by the Chargor to the Lender for this purpose) or address last known to the Chargor. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.

17.2. Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered.

18. Miscellaneous

18.1. The Lender shall have the right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information relating to the Property and the Chargor to any actual or prospective assignee, successor or participant.

18.2. 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.

18.3. The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.

18.4. 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.

18.5. If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and 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.

18.6. Any certificate or determination of the Lender as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.

19. Law and jurisdiction

This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

20. Land Registry

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16 January 2024 in favour of Patrick Regan and Wendy Regan referred to in the charges register."

This Charge has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of this Charge

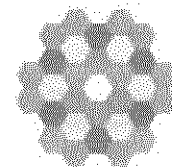
Schedule 1 - The Property

All that freehold property being Chatelet, Wonford Close, Walton On The Hill, Tadworth KT20 7QX and registered at the Land Registry with freehold title number SY215400 as shown shaded pink on the attached title plan.

HM Land Registry

Official copy of title plan

Title number **SY215400**
Ordnance Survey map reference **TQ2254SW**
Scale **1:1250**
Administrative area **Surrey : Reigate and
Banstead**



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THIS DOCUMENT FORMS AN IMPORTANT DEED SECURING ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY YOU. IF THE LENDER IS NOT PAID YOU MAY LOSE THE PROPERTY CHARGED. YOU ARE ADVISED TO TAKE INDEPENDENT LEGAL ADVICE ON THE EFFECT OF THIS DEED

CHARGOR

Executed as a Deed by)
Oakley Homes Limited acting by)
[] a director)
in the presence of a witness)

Witness signature _____

Name of witness _____

Address of Witness _____

Occupation _____

LENDER

Signed by
PATRICK REGAN
in the presence of a witness



PATRICK REGAN

Witness signature

J. Broughton

Name of witness

Joshua Broughton

Address of Witness

5 Ridgeside Ave
Brighton, BN1 8WD

Occupation

Carpenter

Signed by
WENDY REGAN
in the presence of a witness



WENDY REGAN

Witness signature

J. Broughton

Name of witness

Joshua Broughton

Address of Witness

5 Ridgeside Ave,
Brighton, BN1 8WD.

Occupation

Carpenter.