



Registration of a Charge

Company name: **Bexhill Developments Limited**

Company number: **10098731**



X5B2UG09

Received for Electronic Filing: **12/07/2016**

Details of Charge

Date of creation: **08/07/2016**

Charge code: **1009 8731 0001**

Persons entitled: **REGENTSMEAD LIMITED**

Brief description: **10 BUCKHURST ROAD, BEXHILL-ON-SEA, ROTHER, TN40 1QF**

Contains fixed charge(s).

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: **SYLVESTER AMIEL LEWIN & HORNE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10098731

Charge code: 1009 8731 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2016 and created by Bexhill Developments Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2016 .

Given at Companies House, Cardiff on 13th July 2016

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 8th May 2016

BEXHILL DEVELOPMENTS LIMITED (1)

- to -

REGENTSMEAD LIMITED (2)

LEGAL CHARGE

RE: 10 BUCKHURST ROAD
BEXHILL-ON-SEA ROTHER TN40 1QF

SYLVESTER AMIEL LEWIN & HORNE LLP

Solicitors

Pearl Assurance House

319 Ballards Lane

London N12 8LY

Ref: JH/2016/9892

Date: 20/06/2016

Form of charge filed at HM Land Registry under reference MD1404A

THIS LEGAL CHARGE made the 8 day of May 2016

BETWEEN BEXHILL DEVELOPMENTS LIMITED whose registered office is at 2D Derby Road Sandiacre Nottingham NG10 5HS (Company Number 10098731) (hereinafter called "the Borrower" whether the Borrower be one person or more than one person a firm or company or any combination thereof and which expression shall where the context so admits include his her its or their successors in title and personal representatives) of the one part and **REGENTSMEAD LIMITED** whose registered office is situate at Russell House 140 High Street Edgware Middlesex HA8 7LW (hereinafter called "the Lender" which expression shall where the context so admits include the Lender's successors and assigns) of the other part.

WITNESSETH as follows:-

1. COVENANT TO REPAY ON DEMAND

1. **THE BORROWER** hereby **COVENANTS** with the Lender that the Borrower will immediately on demand by the Lender (or upon the happening of any of the events set out in paragraphs (i) - (xiii) (inclusive) of Clause 6 of this Deed immediately without the necessity of any demand by the Lender) pay and discharge to the Lender all and any moneys and liabilities which now are or which at any time or times hereafter shall or may from time to time be or become due or owing or incurred or may be accruing due to the Lender from the Borrower whether solely or jointly with any other person or persons firm or company and whether in the character of principal debtor or guarantor or surety or otherwise howsoever and wheresoever together with interest at the rate or rates agreed from time to time between the Borrower and the Lender and so that interest shall be payable as so provided as well after as before any judgement obtained hereunder, and the Borrower will also on demand pay to the Lender all costs charges and expenses which the Lender may pay or incur in connection with this Deed or any other deed or document or security deposited with the Lender or in

enforcing or obtaining payment of the said moneys or liabilities or in paying any rent rates taxes or other outgoings of whatsoever nature in respect of any property for the time being subject to this security or in insuring repairing maintaining or completing any buildings on any premises for the time being subject to this security and all other costs and expenses which may be incurred by the Lender in respect of any such property together with interest computed as aforesaid on all sums so expended by the Lender from the date of their being expended until payment thereof

2. COMPLY WITH FACILITY LETTER

2. **WITHOUT** prejudice to the generality of the foregoing **THE BORROWER** hereby **COVENANTS** with the Lender that the Borrower will in all respects comply with all the obligations of the Borrower as set out or referred to in the Facility Letter dated the 5th May 2016 a copy of which is attached hereto (herein called "the Facility Letter")

3 CHARGE BY WAY OF LEGAL CHARGE

3. **THE BORROWER** with Full Title Guarantee hereby **CHARGES** by way of First legal mortgage the premises described or referred to in the First Schedule hereto (hereinafter called "the Property") together with all fixtures whatsoever now or at any time hereafter affixed or attached to such premises or to any part thereof (other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878) with the payment to the Lender and discharge of all sums covenanted to be paid to the Lender hereunder and all other monies intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 11 and/or Clause 16 hereof).

4. **COVENANTS & OBLIGATIONS OF BORROWER**

4. (1) **THE BORROWER** hereby **COVENANTS** with the Lender at all times during the continuance of this security:-

- (a) To keep all buildings and erections on the Property and all Plant Machinery fixtures fittings implements utensils and other effects used thereon for the purpose of or in connection with the business of the Borrower and every part thereof in a good state of repair and in good working order and condition and to preserve and enhance the goodwill of any trade or business now or hereafter carried on at the Property.
- (b) To keep the buildings and fixtures which now are or which may from time to time hereafter be erected or brought on any premises for the time being subject to this security insured in the joint names of the Borrower and the Lender against loss or damage by fire and all such other risks and contingencies as are in accordance with sound commercial practice in their full value or replacement value whichever is the greater for the time being in such office or offices as the Lender shall approve and will punctually pay all premiums necessary for the purpose of such insurance and will forthwith on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment. If the Borrower shall at any time refuse or neglect to keep such buildings and fixtures in good repair or to keep the said insurance on foot or to produce any policy or receipt to the Lender in accordance with the agreement hereinbefore contained the Lender shall be entitled at the expense of the Borrower to repair and keep in repair the said

buildings and fixtures or any of them (with liberty for that purpose by itself or its agents to enter upon the premises hereby charged) or to effect or renew any such insurance as aforesaid as the Lender shall think fit. In the event of any other policy or policies of insurance covering any of the buildings or fixtures on the charged premises against any such risks as aforesaid the Borrower will (without prejudice to any obligations in the policy or policies of insurance or to any obligations having priority to the obligations imposed by this Deed) hold any sums received under such policy or policies in trust for the Lender and will pay the same to the Lender on demand.

- (c) To pay and keep the Lender indemnified against all rates taxes duties charges assessments and outgoings whatsoever (whether Parliamentary parochial local or of any other description) which shall be assessed charged or imposed upon any premises for the time being subject to this security or any part thereof or which shall be payable by the Borrower or the Lender or a receiver of the premises or the income thereof and will on demand produce to the Lender the receipt for every such payment and if the Borrower shall at any time refuse or neglect to make any such payments or to produce the receipt therefore to the Lender on demand then and in any such case the Lender may pay the same.
- (d) The Lender shall not be deemed to have taken possession of the said premises or any part thereof by reason only of making any such payment as is mentioned in sub-clauses (1) (b) (c) or (d) of this Clause

- (2) Unless otherwise agreed in writing by the Lender all moneys to be received by virtue of any such insurance as aforesaid shall so far as they are in respect of any part of the Property be deemed part of the Property and shall be paid to the Lender and shall if the Borrower so requests be applied in making good any loss or damage which may so arise to the Property or any part thereof

5. STATUTORY POWER OF LEASING ETC.

5. (a) **THE** statutory power of leasing entering into agreements for leases and accepting surrenders of leases shall not during the continuance of this security be exercisable by the Borrower without the prior written consent of the Lender nor without such consent as aforesaid shall the Borrower grant or agree to grant any lease or tenancy of the Property or any part thereof which if granted would be valid as between the Borrower and the lessee or tenant but not binding on the Lender but it shall not be necessary to express such consent in any lease agreement or surrender

- (b) During the continuance of this security, not without the consent in writing of the Lender permit any person or persons to be registered under the Land Registration Act 2002 ("LRA") or any Act amending or re-enacting the same as proprietor of the Property or any part thereof nor create or permit to arise or subsist any unregistered interests which override either:

- (i) first registration under Section 1 of LRA; or
- (ii) registered dispositions under Section 3 of LRA,

nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property hereby charged. The costs incurred by the Lender in lodging from time to time a caution against registration of the said land shall be deemed to be costs properly incurred by it hereunder

- (c) Save as may be referred to in the Facility Letter the Borrower will within ten days of the receipt of notice of the same by the Borrower give full particulars to the Lender of any notice order directions designation resolution or proposal having specific application to the Property or to the area in which it is situate given or made by any Planning Authority or other public body or authority whatever under or by virtue of the Planning Acts or any other statutory power whatever or in pursuance of the powers conferred by any other statute and if so required by the Lender will also without delay and at the cost of the Borrower take all reasonable necessary steps to comply with any such notice or order and will also at the request of the Lender but at the cost of the Borrower make or join with the Lender in making such objection or representation against or in respect of any proposal for such a notice or order as the Lender shall deem expedient
- (d) The Borrower will not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Property or any part thereof required to be done or omitted by the Planning Acts or any other Acts or statutory provision whatever or which shall contravene the provisions of such Acts or any of them and will at all times hereafter indemnify and keep indemnified the Lender against all actions proceedings costs expenses claims and demands whatsoever in respect of any such matter or thing contravening the provisions of the said Acts or any of them as aforesaid.

6. EXERCISE OF STATUTORY POWER OF SALE

6. **THE** moneys hereby secured shall become immediately payable without demand and the statutory power of sale shall be exercisable at any time without regard to Section 103 of the

Law of Property Act 1925 (which Section shall not apply to this security or any sale made by virtue hereof) upon the happening of any one or more of the events following that is to say:-

- (i) The Borrower makes default in payment or discharge of any moneys payable or liabilities to be discharged to the Lender by the Borrower or
- (ii) The Borrower is adjudicated bankrupt or commits any act of bankruptcy or if the Borrower shall be a company an Order is made or an effective resolution is passed for the winding up of the Borrower, other than a voluntary winding up for the purposes of amalgamation or reconstruction or
- (iii) The Borrower enters into an arrangement with its Creditors whether by voluntary arrangement within the meaning of the Insolvency Act 1986 or otherwise or
- (iv) The Borrower dies or
- (v) Distress or execution or other process is levied or enforced upon or issued out against any property of the Borrower or
- (vi) The Borrower sells or otherwise disposes or attempts to sell or otherwise dispose of the Property or any part or parts thereof or
- (vii) There is any breach by the Borrower of any obligation statutory or otherwise binding on the Borrower or of any of the covenants whether express or implied herein contained and on the Borrower's part to be observed and performed or

- (viii) An Order is made and confirmed for the compulsory acquisition of the Property or any part or parts thereof or
- (ix) A receiver or administrator is appointed over the Borrower (being a Company) or the property of the Borrower or any part or parts thereof or
- (x) The Borrower is unable to pay its debts whether within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or otherwise or
- (xi) The Borrower certifies that it is unable to pay its debts as and when they fall due or
- (xii) The Borrower stops payment or ceases to carry on its business or substantially the whole thereof or threatens to cease to carry on the same or
- (xiii) Any step shall be taken or proceedings commenced for the purpose of enforcing the security constituted by any mortgage or charge created by the Borrower or
- (xiv) The Borrower shall fail to comply with the terms of the Facility Letter or any of them or shall fail to meet any other obligations whatsoever of the Borrower to the Lender

AND in any such sale the Lender may sell the fixtures and machinery comprised herein either together with the premises to which they are affixed or separately and detached therefrom and may sell leaseholds in Lots by way of underlease and may also charge new rent charges or fee farm rents exclusively on the land conveyed and apportion existing rent charges or fee farm rents or charge them exclusively either on land sold or land retained as the Lender may think fit and may also sell any

goodwill hereby charged either together with or separately from the premises to which they are attached

7. PROCEEDS OF ANY INSURANCE POLICY

7. **THE** receipt of any director or manager of the Lender for any money which may be or become payable or for any policy of insurance which may be or become deliverable for or in respect of or in exchange for any policy for the time being subject to this security shall effectually discharge the person or persons paying or delivering the same therefrom and from being concerned to see to the application or being answerable for the misapplication thereof and any such person or persons shall not be bound or concerned to see or enquire whether at the time of such payment or delivery any money remains owing upon this security and the Borrower hereby irrevocably appoints the Lender to be the attorney of the Borrower in the Borrower's name and on his behalf to demand sue for receive and give a good discharge for all moneys payable under any such policy but it shall not be incumbent upon the Lender to institute any proceedings or to take any steps for the recovery of any such moneys

8. FURNISHING OF ACCOUNTS

8. **DURING** the continuance of this security the Borrower shall furnish to the Lender yearly or more often if required at the Borrower's expense a Balance Sheet Profit and Loss Account and Trading Accounts showing the true position of the Borrower's affairs at a date not more than six months earlier and certified by the auditor for the time being of the Borrower and also from time to time such other information respecting the affairs of the Borrower as the Lender may reasonably require

9. S93 LAW OF PROPERTY ACT 1925

9. **THE** restriction on the right of consolidating securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security

10. SECURITY TO CONTINUE IN FORCE

10. (a) **THIS** security shall not be considered as satisfied or discharged by any intermediate payment of part of the moneys owing as aforesaid but shall constitute and 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 operate so as in any way to prejudice or affect and shall not be prejudiced or affected by the security created by any deposit which may have already been made with the Lender of the title deeds and writings relating to the Property hereby charged or any other securities which the Lender may now or at any time hereafter hold for or in respect of the moneys hereby secured or any part thereof. In particular it shall not be necessary for the Lender to resort to or to seek to enforce any security or personal guarantee or liability of any other person
- (b) The Lender may without prejudice hereto enter into any arrangement for giving time or other facilities to any person or persons firm or company liable for the money hereby secured or any part thereof or may release or compound for the same to or with any person liable to pay the same

11. LENDER'S POWER TO APPOINT RECEIVER & RECEIVER'S POWERS

11. (a) **AT** any time after the moneys hereby secured shall have become immediately payable the Lender may from time to time appoint by writing under the hand of a duly authorised Officer of the Lender any person to be a Receiver of the Property or any

part thereof and may from time to time in writing under the hand of a duly authorised officer of the Lender remove any Receiver so appointed and appoint another in his stead.

(b) A Receiver so appointed shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts default and remuneration.

(c) A Receiver so appointed shall have power:-

(i) to take possession of collect and get in the Property in respect of which he is appointed or any part thereof and for that purpose to take any proceedings in the name of the Borrower or otherwise as may seem expedient;

(ii) to carry on or manage or concur in carrying on or managing the business of the Borrower and for that purpose to raise money on any part of the Property in priority to this security or otherwise;

(iii) to sell or concur in selling let or concur in letting and to accept surrenders of leases of any part of the Property in such manner and generally on such terms and conditions as he thinks fit and to carry any such sale letting or surrender into effect by conveying leasing letting or accepting surrenders in the name of or on behalf of the Borrower or otherwise. Any such sale may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Lender shall think fit and so that any consideration or part thereof received in a form other than cash shall ipso facto forthwith

on receipt be and become charged with the payment of all moneys due hereunder as though it had been included in the charge created by Clause 3 hereof and formed part of the property so charged; Plant Machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Borrower being obtained thereto;

- (iv) to make any arrangement or compromise which he or the Lender may think expedient;
- (v) to make and effect any repairs renewals and improvements of the Borrower's plant machinery and effects which he or the Lender may think expedient and to maintain or renew all insurances;
- (vi) to appoint managers officers servants workmen and agents for the aforesaid purpose at such salaries and for such periods as he may determine;
- (vii) to take any indemnity from the Borrower from and against all actions claims expenses demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager agent officer servant or workman for whose debt default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under this Legal Charge or under any appointment duly made under the provisions of this clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either

in lieu or satisfaction of or in addition to such indemnity from the Borrower;
and

(viii) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do as agent for the Borrower

(d) All moneys received by the Receiver shall be applied by him for the following purposes subject to the claims of secured and unsecured creditors (if any) ranking in priority to this Legal Charge and in the following order:

(i) in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by him;

(ii) in payment of remuneration to the Receiver at such rate as may be agreed between him and the person by whom the appointment is made;

(iii) in or towards payment to the Lender of all moneys payment of which is hereby secured;

(iv) any surplus shall be paid to the Borrower or other person entitled thereto

(e) The Lender shall not, nor shall any Receiver or Receivers appointed hereunder, be liable to account as mortgagee or mortgagees in possession in respect of the Property or any part thereof or be liable for any loss upon realisation or for any neglect or

default of any nature whatsoever in connection with the Property or any part thereof for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Lender or any Receiver or Receivers appointed hereunder (including the costs of any proceedings to enforce the security hereby given) shall be paid by the Borrower on a Solicitor and own client basis and so charged on the Property

- (f) The foregoing powers of appointment of a Receiver shall be in addition to and not to the prejudice of all statutory and other powers of the Lender under the Law of Property Act 1925 (and so that such statutory power of sale shall be exercisable without regard to Section 103 of that Act) or otherwise and so that such powers shall be and remain exercisable by the Lender in respect of any part of the Property in respect of which no appointment of a Receiver by the Lender shall from time to time be subsisting and that notwithstanding that an appointment under the powers of sub-clauses (A) and (B) of this Clause shall have subsisted and been withdrawn in respect of that part of the Property or shall be subsisting in respect of any other part of the Property

12. PRIOR MORTGAGES

12. **THE** Lender may settle and pass the accounts of any encumbrancer for the time being having priority over this security and may accept a statement in writing signed by or on behalf of any such encumbrancer as to the amount due for principal and interest and otherwise in respect of his or their encumbrance and all accounts so settled and passed and all statements so accepted shall be conclusive in favour of the Lender and shall bind the Borrower

13. APPOINTMENT OF LENDER AS ATTORNEY FOR BORROWER

13. **THE BORROWER** hereby **IRREVOCABLY APPOINTS** the Lender and any receiver appointed by the Lender to be the Borrower's attorney for the Borrower and in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed or otherwise to sign seal and deliver and do any deed or document act or thing necessary to perfect this security or any deed assurance or act which may be required or may be deemed proper on any sale by the Lender of the Property or of any part or parts thereof under the powers conferred by the security hereby created and the statutes in that behalf in order to vest in the purchaser the legal estate and all and any the Borrower's estate and interest in the Property or such part or parts thereof as the case may be and this appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971

14. BORROWER NOT TO CREATE FURTHER ENCUMBRANCES

14. **THE** Borrower will not without the consent in writing of the Lender create or attempt to create any legal or equitable charge or encumbrance on the Property or any part thereof or bills of sale or any other charge or encumbrance on the chattels contained therein

15. DEMANDS IN WRITING

15. **ANY** demand or notice may be made in writing by an officer of the Lender or any solicitor acting for the Lender by letter sent by post addressed to the Borrower at his address for the time being in the books of the Lender and any such letter shall be deemed to have been received twenty-four hours after the posting thereof

16. ADDITIONAL POWERS

16. (a) **THE** provisions of this Clause 16 and the powers thereby conferred shall be in addition to the provisions hereinbefore contained and shall take effect accordingly

- (b) At any time after payment of the monies hereby secured has been demanded and the Borrower has made default in paying the same
- (i) the Lender (whether or not in possession of the Property and without incurring liability as mortgagee in possession) either as Mortgagee or as Attorney of the Borrower for and in the name or on behalf of the Borrower and
- (ii) any Receiver appointed by the Lender (in this Clause called "the Receiver") as Attorney of the Borrower for and in the name or on behalf of the Borrower may severally exercise without restriction all or any of the following powers (hereinafter called "the additional powers")
- (aa) to sell, exchange, deal with, convert into money and realise the Property or any part or parts thereof and for the purposes of realisation to convey, transfer, assign, the same to any person or company whether in consideration of payment or not or in exchange for shares or other property or voluntarily without payment or any other consideration and to do so subject to such exceptions, reservations and covenants as may be considered necessary or expedient
- (bb) to grant and to acquire such easements, rights, privileges and licences over or for the benefit of the Property as may be considered expedient
- (cc) to grant any lease or tenancy of the Property or any part thereof for any term, whether commencing at once or at any future date at any or no rent and with or without any fine or premium and generally on such terms as may be considered expedient

- (dd) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted.
- (ee) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease.
- (ff) to promote either alone or with others any company for the purpose of taking a conveyance or transfer or lease of the Property or any part or parts thereof and for undertaking works thereto and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so
- (gg) to complete in such manner as may be considered expedient the construction of any building roads access ways and the services therefor upon the Property or any part thereof which may be unfinished
- (hh) to construct upon the Property or any part thereof any building or buildings whether or not the same be in accordance with the development planned or being carried on at the Property and to construct all roads and access ways and to provide all services which may be required or may be considered expedient and generally to develop the Property in such manner as may be considered expedient
- (ii) to carry out any work involving furnishing of the Property or any part thereof or the installation or provision of any plant machinery equipment or service.

- (jj) to utilise any monies at any time or from time to time received by any Receiver appointed by the Lender and received by him in his capacity as Receiver of the Property or any part of parts thereof for the purpose of financing any expenditure at any time or from time to time incurred by such Receiver in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109(8) in its application hereto is hereby varied accordingly
- (kk) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this sub-clause in such manner including the creation of new legal charges of the Property (whether or not having priority to the Charge) as may be considered expedient
- (ll) to obtain all necessary development permits planning permissions bye-law consents and any other permissions consents or licences as may be necessary to complete and to develop the Property in such manner as may be considered expedient
- (mm) to agree any variation modification or determination of any existing deeds or agreements for the development of the Property and enter into any new agreements deeds or bonds which may be necessary or desirable or incidental to the development of the Property and to do all acts and things incidental thereto
- (nn) to manage any business carried on at the Property as agent for the Borrower in such manner as may be considered expedient

- (oo) to employ solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper materials as may be considered expedient
- (pp) to dedicate any part or parts of the Property as a highway where to do so is desirable in order that the Property may more conveniently be developed
- (qq) to make any change arrangements as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Property
- (rr) to compromise any claim or claims of or against the Property or arising out of the Property
- (ss) to effect indemnity insurance and other like insurances and obtain bonds for any purpose connected with the the development or realisation of the Property
- (tt) to enter upon and take possession of the Property or any part thereof

(c) **THE BORROWER** hereby **IRREVOCABLY AND SEVERALLY APPOINTS** the Lender and the Receiver as attorneys of the Borrower to exercise any of the additional powers for and in the name and on behalf of the Borrower

(d) The additional powers may be exercised:

- (i) by the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Borrower for and in the name and on behalf of the Borrower

- (ii) by the Receiver as attorney of the Borrower for and in the name or on behalf of the Borrower
- (iii) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver or the Borrower as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Borrower and the Lender and shall be effective in all respects as an exercise by the Lender or by the Receiver as the case may be
- (e) The Lender and the Receiver (including any such substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Lender or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers
- (f) The Powers of Attorney hereby given are given by way of security for the performance of the Borrower's obligations and for the Lender's rights under the charge hereby created
- (g) The additional powers shall be in addition to all powers given by statute to the Lender or to the Receiver

(h) The Lender's power of appointing a Receiver of the Property shall be exercisable whether or not there is any income arising from the Property

(i) Any costs and expenses and liabilities incurred by the Lender or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Property with interest as aforesaid in addition to the monies hereby secured and if not under the other provisions of the charge hereby created immediately owing by the Borrower to the Lender shall be so treated as immediately owing

17. SECURITY NOT TO PREJUDICE ANY FURTHER SECURITY HELD

17. ~~THE~~ security hereby created shall be in addition to and shall not operate so as in any way to prejudice or affect or alter any other remedy lien or security which the Lender may now or at any time hereafter hold for or in respect of the monies and obligations hereby secured or any part thereof

18. RESTRICTION ON REGISTER

18. ~~THE~~ Borrower and the Lender shall apply to the Chief Land Registrar to enter the following Restriction in the Proprietorship Register of the Title:

"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 2016 in favour of Regentsmead Limited referred to in the Charges Register"

19. DEFINITIONS

19. **IN** this Mortgage the expression "the Borrower" shall where there is more than one party hereto as Borrowers be deemed to include respectively all Borrowers and the covenants obligations and conditions on the part of the Borrower herein contained shall be deemed to be joint and several and any reference to the masculine gender shall include the feminine and neuter genders

20. LENDER'S REMEDIES ON TAKING POSSESSION

20. **ON**, or at any time after, taking possession of the Property or at any time after the Power of Sale has arisen and is exercisable the Lender may as agent for and at the expense of the Borrower remove store sell or otherwise dispose of or deal with any furniture goods or other items of whatever nature ("the contents") which the Borrower shall have failed or refused to remove from the Property (whether or not the contents shall be the property of the Borrower or of any third party) and the Lender shall not be liable for any loss or damage thus occasioned to the contents and the Borrower shall indemnify in respect of all claims made in respect of the contents howsoever arising

I N W I T N E S S whereof these presents have been executed the day and year first before written.

THE FIRST SCHEDULE before referred to

(Particulars of Property Charged)

ALL THAT freehold land and property situate and being 10 Buckhurst Road Bexhill-on-Sea TN40 1QF as the same is registered at the Land Registry with Title Absolute under Title Number: ESX255236.

SIGNED and DELIVERED by)
BEXHILL DEVELOPMENTS)
LIMITED acting by NARRINDER)
GUPTA in the presence of:)



.....
DIRECTOR

Name of Witness:

Signature of Witness:



.....
M. ALEXANDER

Address:

THE LAW HOUSE
BUILDING 3, CHISWICK PARK
566 CHISWICK HIGH ROAD
LONDON W4 5YA
Tel: 020 8899 6620
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