

102171/23

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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 no instrument Use form MR08

For further information, please refer to our guidance at www.gov.uk/companieshouse

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

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



A05 08/12/2016 #90
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 7 5 7 9 4 9 1

Company name in full Bells Enterprises 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 0 1 1 2 2 0 1 6

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 Huntley Hamilton

Name Jacqueline Hamilton

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

MRO1
Particulars of a charge

4

Brief description

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

Brief description

(1) Legal Mortgage of freehold land and buildings on the south west of Little Roke Avenue Kenley registered at HM Land Registry title absolute number SGL527035 ('the Property'),
(2) All rights in each insurance policy relating to the Property, and
(3) The benefit of all other contracts, guarantees, appointments and warranties relating to the Property

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 ^①

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

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

9

Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

Particulars of a charge

 **Presenter information**

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

Contact name **John Beynon**

Company name **Gowens LLP**

Address **Bourne House**

475 Godstone Road

Post town **Whyteleafe**

County/Region **Surrey**

Postcode

C	R	3							
---	---	---	--	--	--	--	--	--	--

Country **England**

DX **86850 Locks Bottom**

Telephone **020 8680 2200**

 **Certificate**

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

 **Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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


 **Important information**

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

 **How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

 **Where to send**

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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

 **Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7579491

Charge code: 0757 9491 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2016 and created by BELLS ENTERPRISES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2016.

DX

Given at Companies House, Cardiff on 14th December 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

1st December

2016

(1) BELLS ENTERPRISES LIMITED

- and -

(2) HUNTLEY HAMILTON AND JACQUELINE HAMILTON

LEGAL CHARGE

WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
GOWENS LLP *Lawyer*
SOLICITORS 6/12/16

Gowens LLP
Bourne House
475 Godstone Road
Whyteleafe
CR3 0BL

Ref: J/HM

THIS CHARGE is made this 15th day of December 2016

PARTIES

- (1) BELLS ENTERPRISES LIMITED incorporated and registered in England and Wales with company number 07579491 whose registered office is Chislehurst Business Centre 1 Bromley Lane Chislehurst Kent BR7 6LH ('the Chargor'); and
- (2) HUNTLEY HAMILTON and JACQUELINE HAMILTON of 64 Haydn Avenue Purley Surrey CR8 4AF ('the Chargees')

INTRODUCTION

- (A) Pursuant to the terms of an Asset Purchase Agreement entered into on the same date as this Charge ('the Asset Purchase Agreement') the Chargor has agreed to purchase and the Chargees have agreed to sell the Business and Assets (as respectively defined in the Asset Purchase Agreement) owned by the Chargees including the Property defined below
- (B) The Chargor is granting this charge to the Chargees to secure the performance of its obligations under clause 3.3 of the Asset Purchase Agreement and in accordance with its terms

IT IS AGREED as follows -

1. Definitions and Interpretation

1.1 In this Charge the following words and expressions shall have the following meanings unless the context otherwise requires -

'Event of Default'	has the same meaning stated in the Asset Purchase Agreement;
'Insurance Policy'	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property;
'Interest Rate'	4% per annum above the base lending rate from time to time of the Bank of England,
'Property'	all that freehold land and buildings on the south west of Little Roke Avenue Kenley and registered at the Land Registry with title absolute with title number SGL527035,
'Secured Liabilities'	the Buyer's obligations under clause 3.3 of the Asset Purchase Agreement and all reasonable legal and other costs charges and expenses which the Chargees and any receiver appointed by the Chargees under this Charge may incur in

enforcing or attempting to enforce payment
under this Charge

1.2 Reference in this Charge to:-

1.2.1 a clause or to the Schedule is a reference to a clause in or the schedule to this Charge;

1.2.2 the singular shall include the plural (and vice versa) and gender references are non-exclusive,

1.2.3 'including' and 'in particular' shall be construed as not limiting any general words or expressions in conjunction with which either of those expressions is used,

1.2.4 legislative provisions shall be taken to include, where appropriate, any associated regulations and those provisions and regulations as from time to time amended and re-enacted, whether before or after the date hereof,

1.2.5 'writing' or 'written' includes faxes but not e-mail

1.3 All obligations in this Charge of the Chargor shall be joint and several

1.4 Clause headings are for ease of reference only and do not affect the meaning of this Charge.

2. Covenant to Pay

The Chargor shall, on demand, pay to the Chargees and discharge the Secured Liabilities when they become due

3. Legal Mortgage and Fixed Charges

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargees -

3.1.1 by way of first legal mortgage, the Property, and

3.1.2 by way of first fixed charge

3.1.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

3.1.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to the Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Property or otherwise relating to the Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its

benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them)

4. Registration of legal mortgage at the Land Registry

The Chargor consents to an application being made by the Chargees to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:-

“No disposition of the registered estate 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 proprietor for the time being of the charge dated [DATE] in favour of Huntley Hamilton And Jacqueline Hamilton referred to in the charges register or their conveyancer ”

5. Liability of the Chargor

5 1 The Chargor’s liability under this Charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:-

5 1 1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargees that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

5 1 2 the Chargees renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or

5 1 3 any other act or omission that, but for this clause 5, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor

5 2 The Chargor waives any right it may have to require the Chargees to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge against the Chargor

6. Insurance

6 1 The Chargor shall keep the Property (or shall ensure that the Property is kept) insured for its full reinstatement value for the time being with an insurer and against the risks and upon terms approved in writing by the Chargees (such consent in each case not to be unreasonably withheld or delayed) and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and shall on demand produce to the Chargees the policy of insurance and the receipt for any premium payable in respect of it and shall if required by the Chargees note the Chargees’ interests on the policy

6 2 The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy

6 3 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this Charge has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Charge has become enforceable and, if the Chargees so direct, in, or towards, discharge or reduction of the Secured Liabilities.

7. Repairs and Planning

7 1 The Chargor shall keep the Property in good and substantial repair.

7 2 The Chargor shall comply with all applicable planning laws, regulations and restrictions relating to the Property

7 3 The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargees or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Charge

8. Development Restrictions

8 1 The Chargor shall not, without the prior written consent of the Chargees (such consent not to be unreasonably withheld or delayed) carry out or permit or suffer to be carried out on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Property

9. Dispositions

9 1 The Chargor shall not at any time, except with the prior written consent of the Chargees (which after the fifth anniversary of the date of this Charge may not be unreasonably withheld or delayed).-

9 1 1 create, purport to create or permit to subsist any Security on, or in relation to, any Property other than any Security created by this Charge,

9 1 2 sell, assign, transfer, lease, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property (save for the grant of a lease on arms length terms for a fixed term of not more than three years without any option to extend or renew); or

9 1 3 save as provided in clause 9.1 2 create or grant (or purport to create or grant) any interest in the Property in favour of a third party

10. Compliance with and Enforcement of Covenants

The Chargor shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Chargees so require) produce to the Chargees evidence sufficient to satisfy the Chargees that those covenants, stipulations and conditions have been observed and performed

11. No Restrictive Obligations

The Chargor shall not, without the prior written consent of the Chargees (such consent not be unreasonably withheld or delayed), enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

12. Inspection

The Chargor shall permit the Chargees, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

13. Power to Remedy

13.1 The Chargees shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Charge

13.2 The Chargor irrevocably authorises the Chargees and their agents to do all things that are necessary or desirable for that purpose.

13.3 Any monies expended by the Chargees in remedying a breach by the Chargor of its obligations contained in this Charge shall be reimbursed by the Chargor to the Chargees on a full indemnity basis and shall carry interest at the Interest Rate from the due date until payment

13.4 In remedying any breach in accordance with this clause 13, the Chargees, their agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargees may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

14. Indulgence

The Chargees may, at their discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Charge (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Charge or to the liability of the Chargor for the Secured Liabilities

15. Security Becomes Enforceable on Event of Default

The security constituted by this Charge shall become immediately enforceable if an Event of Default occurs

16. Chargees' Discretion

After the security constituted by this Charge has become enforceable, the Chargees may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property

17. Consolidation

The restriction on the right of consolidation in section 93 of the Law of Property Act 1925 shall not apply to this Charge

18. Power of Sale and Appointment of Receiver

- 18 1 Section 103 of the Law of Property Act 1925 shall not apply and the Chargees may exercise his power of sale and other powers under that or any other Act or this Charge at any time after the date of this Charge
- 18 2 The Chargees may without restriction grant or accept surrenders of leases of the Property
- 18 3 The Chargees may under hand or by deed appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the receiver's acts defaults and remuneration
- 18 4 All or any of the powers conferred on a receiver by this Charge may be exercised by the Chargees without first appointing a receiver or notwithstanding any appointment
- 18 5 The Chargees will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargees
- 18.6 The Chargees may as they think fit exercise any rights attaching to the Property for the purpose of preserving the value of or realising the Property
- 18 7 Without prejudice to any other provisions of this Charge or the general law, the statutory and other powers of sale and appointing a receiver shall arise on the date of this Charge and shall become exercisable by the Chargees forthwith upon notice to the Chargor if -
- 18.7 1 the Chargees, being entitled to do so, demand payment of the Secured Liabilities and they are not paid immediately, or
- 18 7 2 the Chargor fails to comply with any of the Chargor's obligations under this Charge
- 18 8 Any receiver appointed by the Chargees shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:-
- 18.8.1 to take possession of and generally manage the Property;
- 18 8 2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance or furnishing,
- 18 8 3 to sell, lease, surrender, accept surrenders of leases, charge or otherwise deal with or dispose of the Property without restriction including (without

- limitation) power to dispose of any fixtures separately from the Property,
- 18.8.4 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 18.8.5 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 18.8.6 to insure the Property and any works and effect indemnity insurance or other similar insurance,
- 18.8.7 to employ advisers, consultants, managers, agents, workmen and others,
- 18.8.8 to purchase or acquire materials, tools, equipment, goods or supplies
- 18.9 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

19. Costs and Indemnity

- 19.1 19.1.1 The Chargor shall, promptly after demand, pay to, or reimburse, the Chargees and any Receiver, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargees or any Receiver (to the extent in each case reasonably incurred) in connection with -
- 19.1.2 this Charge or the Property;
- 19.1.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargees', a Receiver's rights under this Charge, or
- 19.1.4 taking proceedings for, or recovering, any of the Secured Liabilities,
- 19.1.5 together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the Interest Rate
- 19.2 The Chargor shall indemnify the Chargees and any Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Charge or by law in respect of the Property and any default or

delay by the Chargor in performing any of its obligations under this Charge

20. Further Assurance

20.1 The Chargor shall, at its own expense, take whatever action the Chargees or any Receiver may reasonably require for -

20 1 creating, perfecting or protecting the security intended to be created by this Charge;

20 2 facilitating the realisation of the Property; or

20 3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargees or any Receiver in respect of any of the Property,

20.4 including, without limitation (if the Chargees or Receiver think it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Property (whether to the Chargees or to their nominee) and the giving of any notice, order or direction and the making of any registration

21. Power of Attorney

21 1 By way of security, the Chargor irrevocably appoints the Chargees and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

21 2 the Chargor is required to execute and do under this Charge; or

21 3 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Charge or by law on the Chargees, any Receiver or any Delegate

21.4 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 21 3

22. Assignment

22 1 Neither party may assign any of its rights, or transfer any of its rights or obligations, under this Charge

23. Amendments, Waivers and Consents

23 1 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

23 2 A waiver of any right or remedy under this Charge or by law, or any consent given under this Charge, is only effective if given in writing by the waiving or consenting

party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

23.3 A failure or delay by a party to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargees shall be effective unless it is in writing.

24. Rights and Remedies

The rights and remedies provided under this Charge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

25. Severance

If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.

26. Counterparts

This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

27. Third Party Rights

Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. Service of Proceedings

This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. Governing Law

This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Charge or its subject matter or formation. Nothing in this clause shall limit the right of the Chargees to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

31. Notices

31.1 Any notice given pursuant to this Charge must be in writing and it or any other document to be given in accordance with the terms of this Charge may be hand-delivered or sent by first class recorded delivery or special delivery post to the party to be served at that party's address stated in this Charge or at such other address as that party has subsequently notified to the other as being his address for the service of notices and/or documents in accordance with this clause. Any such notice or document shall be deemed to have been served -

31.1.1 if personally delivered, at the time of delivery, or

31.1.2 if posted by recorded delivery post or special delivery, within 48 hours of posting

31.2 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as pre-paid first class recorded delivery letter or special delivery.

32. Proper Law and Jurisdiction

This document shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

EXECUTED as a DEED the day and year first before written

SIGNED as a Deed by HUNTLEY)
HAMILTON in the presence of -) _____

Witness _____

Name _____

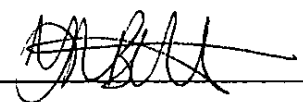
Address _____


Occupation: _____

SIGNED as a Deed by **JACQUELINE**)
HAMILTON in the presence of -) _____

Witness: _____
Name: _____
Address: _____

Occupation _____

Signed as a Deed by **BELLS**)
ENTERPRISES LIMITED acting by a)
director in the presence of:-)  _____

Witness  _____
Name LISA BERRY
Address ORCHARD COTTAGE, CLARENCE
ROAD, BOUNDS GREEN,
LONDON, N22 8PL
Occupation LABORATORY RESEARCH SCIENTIST

DATED 1st DECEMBER 2016

(1) BELLS ENTERPRISES LIMITED

- and -

(2) HUNTLEY HAMILTON AND JACQUELINE HAMILTON

LEGAL CHARGE

WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
GOWENS LLP *Am W*
SOLICITORS *6/12/16*

Gowens LLP
Bourne House
475 Godstone Road
Whyteleafe
CR3 0BL

Ref J/HM

THIS CHARGE is made this 15th day of December 2016

PARTIES

- (1) BELLS ENTERPRISES LIMITED incorporated and registered in England and Wales with company number 07579491 whose registered office is Chislehurst Business Centre 1 Bromley Lane Chislehurst Kent BR7 6LH ('the Chargor'); and
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INTRODUCTION

- (A) Pursuant to the terms of an Asset Purchase Agreement entered into on the same date as this Charge ('the Asset Purchase Agreement') the Chargor has agreed to purchase and the Chargees have agreed to sell the Business and Assets (as respectively defined in the Asset Purchase Agreement) owned by the Chargees including the Property defined below
- (B) The Chargor is granting this charge to the Chargees to secure the performance of its obligations under clause 3.3 of the Asset Purchase Agreement and in accordance with its terms

IT IS AGREED as follows:-

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'Property'	all that freehold land and buildings on the south west of Little Roke Avenue Kenley and registered at the Land Registry with title absolute with title number SGL527035,
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enforcing or attempting to enforce payment
under this Charge

1 2 Reference in this Charge to -

1 2 1 a clause or to the Schedule is a reference to a clause in or the schedule to this Charge;

1.2.2 the singular shall include the plural (and vice versa) and gender references are non-exclusive;

1.2.3 'including' and 'in particular' shall be construed as not limiting any general words or expressions in conjunction with which either of those expressions is used,

1.2.4 legislative provisions shall be taken to include, where appropriate, any associated regulations and those provisions and regulations as from time to time amended and re-enacted, whether before or after the date hereof;

1 2 5 'writing' or 'written' includes faxes but not e-mail.

1 3 All obligations in this Charge of the Chargor shall be joint and several

1 4 Clause headings are for ease of reference only and do not affect the meaning of this Charge

2. Covenant to Pay

The Chargor shall, on demand, pay to the Chargees and discharge the Secured Liabilities when they become due

3. Legal Mortgage and Fixed Charges

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargees:-

3 1 1 by way of first legal mortgage, the Property; and

3 1 2 by way of first fixed charge

3.1.2 1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

3 1 2 2 the benefit of all other contracts, guarantees, appointments and warranties relating to the Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Property or otherwise relating to the Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its

benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them)

4. Registration of legal mortgage at the Land Registry

The Chargor consents to an application being made by the Chargees to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:-

"No disposition of the registered estate 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 proprietor for the time being of the charge dated [DATE] in favour of Huntley Hamilton And Jacqueline Hamilton referred to in the charges register or their conveyancer "

5. Liability of the Chargor

5.1 The Chargor's liability under this Charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:-

5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargees that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

5.1.2 the Chargees renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or

5.1.3 any other act or omission that, but for this clause 5, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

5.2 The Chargor waives any right it may have to require the Chargees to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge against the Chargor.

6. Insurance

6.1 The Chargor shall keep the Property (or shall ensure that the Property is kept) insured for its full reinstatement value for the time being with an insurer and against the risks and upon terms approved in writing by the Chargees (such consent in each case not to be unreasonably withheld or delayed) and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and shall on demand produce to the Chargees the policy of insurance and the receipt for any premium payable in respect of it and shall if required by the Chargees note the Chargees' interests on the policy.

6.2 The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

6.3 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this Charge has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Charge has become enforceable and, if the Chargees so direct, in, or towards, discharge or reduction of the Secured Liabilities

7. Repairs and Planning

7.1 The Chargor shall keep the Property in good and substantial repair

7.2 The Chargor shall comply with all applicable planning laws, regulations and restrictions relating to the Property

7.3 The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargees or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Charge

8. Development Restrictions

8.1 The Chargor shall not, without the prior written consent of the Chargees (such consent not to be unreasonably withheld or delayed) carry out or permit or suffer to be carried out on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Property

9. Dispositions

9.1 The Chargor shall not at any time, except with the prior written consent of the Chargees (which after the fifth anniversary of the date of this Charge may not be unreasonably withheld or delayed) -

9.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Property other than any Security created by this Charge,

9.1.2 sell, assign, transfer, lease, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property (save for the grant of a lease on arms length terms for a fixed term of not more than three years without any option to extend or renew), or

9.1.3 save as provided in clause 9.1.2 create or grant (or purport to create or grant) any interest in the Property in-favour of a third-party

10. Compliance with and Enforcement of Covenants

The Chargor shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Chargees so require) produce to the Chargees evidence sufficient to satisfy the Chargees that those covenants, stipulations and conditions have been observed and performed

11. No Restrictive Obligations

The Chargor shall not, without the prior written consent of the Chargees (such consent not be unreasonably withheld or delayed), enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property

12. Inspection

The Chargor shall permit the Chargees, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

13. Power to Remedy

13.1 The Chargees shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Charge.

13.2 The Chargor irrevocably authorises the Chargees and their agents to do all things that are necessary or desirable for that purpose.

13.3 Any monies expended by the Chargees in remedying a breach by the Chargor of its obligations contained in this Charge shall be reimbursed by the Chargor to the Chargees on a full indemnity basis and shall carry interest at the Interest Rate from the due date until payment

13.4 In remedying any breach in accordance with this clause 13, the Chargees, their agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargees may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

14. Indulgence

The Chargees may, at their discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Charge (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Charge or to the liability of the Chargor for the Secured Liabilities

15. Security Becomes Enforceable on Event of Default

The security constituted by this Charge shall become immediately enforceable if an Event of Default occurs.

16. Chargees' Discretion

After the security constituted by this Charge has become enforceable, the Chargees may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.



17. Consolidation

The restriction on the right of consolidation in section 93 of the Law of Property Act 1925 shall not apply to this Charge

18. Power of Sale and Appointment of Receiver

- 18.1 Section 103 of the Law of Property Act 1925 shall not apply and the Chargees may exercise his power of sale and other powers under that or any other Act or this Charge at any time after the date of this Charge.
- 18.2 The Chargees may without restriction grant or accept surrenders of leases of the Property
- 18.3 The Chargees may under hand or by deed appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the receiver's acts defaults and remuneration
- 18.4 All or any of the powers conferred on a receiver by this Charge may be exercised by the Chargees without first appointing a receiver or notwithstanding any appointment.
- 18.5 The Chargees will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargees.
- 18.6 The Chargees may as they think fit exercise any rights attaching to the Property for the purpose of preserving the value of or realising the Property
- 18.7 Without prejudice to any other provisions of this Charge or the general law, the statutory and other powers of sale and appointing a receiver shall arise on the date of this Charge and shall become exercisable by the Chargees forthwith upon notice to the Chargor if-
- 18.7.1 the Chargees, being entitled to do so, demand payment of the Secured Liabilities and they are not paid immediately, or
- 18.7.2 the Chargor fails to comply with any of the Chargor's obligations under this Charge.
- 18.8 Any receiver appointed by the Chargees shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:-
- 18.8.1 to take possession of and generally manage the Property;
- 18.8.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance or furnishing;
- 18.8.3 to sell, lease, surrender, accept surrenders of leases, charge or otherwise deal with or dispose of the Property without restriction including (without



- limitation) power to dispose of any fixtures separately from the Property,
- 18.8.4 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor,
- 18.8.5 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 18.8.6 to insure the Property and any works and effect indemnity insurance or other similar insurance;
- 18.8.7 to employ advisers, consultants, managers, agents, workmen and others,
- 18.8.8 to purchase or acquire materials, tools, equipment, goods or supplies
- 18.9 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925
- 19. Costs and Indemnity**
- 19.1 19.1.1 The Chargor shall, promptly after demand, pay to, or reimburse, the Chargees and any Receiver, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargees or any Receiver (to the extent in each case reasonably incurred) in connection with.-
- 19.1.2 this Charge or the Property;
- 19.1.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargees', a Receiver's rights under this Charge, or
- 19.1.4 taking proceedings for, or recovering, any of the Secured Liabilities,
- 19.1.5 together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the Interest Rate
-
- 19.2 The Chargor shall indemnify the Chargees and any Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Charge or by law in respect of the Property and any default or

delay by the Chargor in performing any of its obligations under this Charge

20. Further Assurance

20 1 The Chargor shall, at its own expense, take whatever action the Chargees or any Receiver may reasonably require for:-

20 1 creating, perfecting or protecting the security intended to be created by this Charge,

20 2 facilitating the realisation of the Property, or

20 3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargees or any Receiver in respect of any of the Property,

20 4 including, without limitation (if the Chargees or Receiver think it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Property (whether to the Chargees or to their nominee) and the giving of any notice, order or direction and the making of any registration.

21. Power of Attorney

21 1 By way of security, the Chargor irrevocably appoints the Chargees and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

21 2 the Chargor is required to execute and do under this Charge, or

21.3 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Charge or by law on the Chargees, any Receiver or any Delegate.

21 4 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 21 3

22. Assignment

22.1 Neither party may assign any of its rights, or transfer any of its rights or obligations, under this Charge.

23. Amendments, Waivers and Consents

23 1 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

23 2 A waiver of any right or remedy under this Charge or by law, or any consent given under this Charge, is only effective if given in writing by the waiving or consenting

party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision

- 23.3 A failure or delay by a party to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargees shall be effective unless it is in writing.

24. Rights and Remedies

The rights and remedies provided under this Charge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law

25. Severance

If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.

26. Counterparts

This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed

27. Third Party Rights

Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

28. Service of Proceedings

This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute-resolution

29. Governing Law

This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

30. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Charge or its subject matter or formation. Nothing in this clause shall limit the right of the Chargees to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

31. Notices

31.1 Any notice given pursuant to this Charge must be in writing and it or any other document to be given in accordance with the terms of this Charge may be hand-delivered or sent by first class recorded delivery or special delivery post to the party to be served at that party's address stated in this Charge or at such other address as that party has subsequently notified to the other as being his address for the service of notices and/or documents in accordance with this clause. Any such notice or document shall be deemed to have been served:-

31.1.1 if personally delivered, at the time of delivery, or

31.1.2 if posted by recorded delivery post or special delivery, within 48 hours of posting

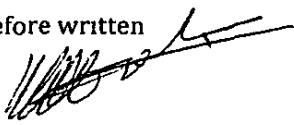
31.2 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as pre-paid first class recorded delivery letter or special delivery

32. Proper Law and Jurisdiction

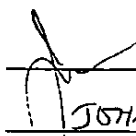
This document shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

EXECUTED as a DEED the day and year first before written

SIGNED as a Deed by HUNTLEY)
HAMILTON in the presence of -)



Witness



Name

JOHN GAVIN BEAMAN

Address

LOWELL TWP BOVANS HOUSE

475 GOOSEBONE ROAD

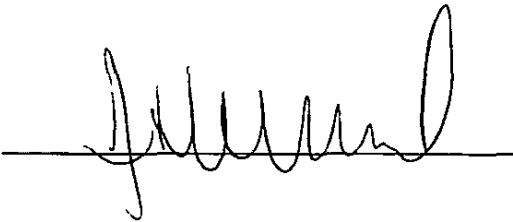
WILKINSON SURVEY O/S O/S

Occupation

SOLICITOR



SIGNED as a Deed by **JACQUELINE**)
HAMILTON in the presence of -)



Witness:



Name

JOHN GINA BRYAN

Address:

GOUELS LLP, BOURNE HAVEN

475 GODSTONE AVENUE

WYTHEBOROUGH VERMONT 05301

Occupation

SOLICITOR

Signed as a Deed by **BELLS**)
ENTERPRISES LIMITED acting by a)
director in the presence of:-)

Witness.

Name.

Address

Occupation
