



**Registration of a Charge**

Company name: **BELLCORP LTD**

Company number: **07752775**

Received for Electronic Filing: **01/08/2019**



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**Details of Charge**

Date of creation: **19/07/2019**

Charge code: **0775 2775 0001**

Persons entitled: **HAMPSHIRE TRUST BANK PLC**

Brief description: **ALL THAT FREEHOLD LAND KNOWN AS LAND AT HIGHFIELD, ALL SAINTS ROAD, CREETING ST MARY, IPSWICH, SUFFOLK, IP6 8NG AS CONTAINED IN A TRANSFER OF PART DATED THE SAME DATE HEREOF MADE BETWEEN (1) LIAM BELL AND (2) BELLCORP LTD TITLE NUMBER(S): TO BE ALLOCATED**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**GLOVERS SOLICITORS LLP**



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

Company number: 7752775

Charge code: 0775 2775 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2019 and created by BELLCORP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2019 .

Given at Companies House, Cardiff on 2nd August 2019

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**

**HAMPSHIRE TRUST BANK PLC**

**LEGAL CHARGE**

(By Borrower - Private Individual or Corporate Body)

(Freehold or Leasehold)

**The Schedule**

Date:	19 July 2019
Mortgagor:	<b>BELLCORP LTD</b> (company number 07752775) whose registered address is 36 Boss Hall Road, Ipswich, England, IP1 5BN
Property:	All that freehold land known as Land at Highfield, All Saints Road, Creeting St Mary, Ipswich, Suffolk, IP6 8NG as contained in a transfer of part dated the same date hereof made between (1) Liam Bell and (2) Bellcorp Ltd  Title Number(s): to be allocated
Mortgagor's Solicitors:	Bates Wells & Braithwaite Solicitors  29 Lower Brook Street  Ipswich  Suffolk  IP4 1AQ



**Glovers Solicitors LLP**

**Ref: H10026-0265**

Form of Charge registered at H.M Land Registry under reference MD1442A

**THIS LEGAL CHARGE** is made on the date set out in the Schedule BETWEEN: **THE MORTGAGOR** of the one part and **THE BANK** of the other part  
NOW IT IS WITNESSED:-

1. Definitions.

The Mortgagor	The Mortgagor described in the Schedule and so that where the Mortgagor includes more than one person or corporate body the term "the Mortgagor" shall be construed as referring to all or any one or more of those persons or corporate bodies and the obligations of the Mortgagor shall be joint and several
The Bank	Hampshire Trust Bank Plc (company number 01311315) whose registered office is at 55 Bishopsgate, London EC2N 3AS and where the context admits the term "the Bank" includes its successors and assigns whether immediate or derivative and any other company or bank into which it may be absorbed or with which it may amalgamate
The Property	The property described in the Schedule and (according to the context in which that expression is used) means and includes all buildings and erections thereon and all fixtures and fittings therein and all services and means of access and egress and also any further property asset or right as is mentioned in clause 5.7
The Loan Agreement	Any present or future loan agreement or facility letter pursuant to which this Legal Charge is intended to provide security to the Bank now or at any time in the future (including any agreement or letter amending supplementing or replacing it or them) and so that where the Loan Agreement includes more than one such document the term "the Loan Agreement" shall (as the context so admits or requires) be construed as referring to all or any one or more of them
Interest Rate	Save where otherwise agreed in writing between the Mortgagor and the Bank or by the parties hereto or as may be awarded by a court or arbitral tribunal or stipulated by statute the interest rate specified in the Loan Agreement payable on such days as the Bank may from time to time determine and compounded in the event of it not being

punctually paid with monthly quarterly or other periodic rests as the Bank shall deem fit (but without prejudice to the right of the Bank to require payment of such interest) and in the absence of manifest error the certificate of an authorised officer of the Bank shall be conclusive as to the rate from time to time applicable

Receiver

A receiver and/or manager appointed pursuant to this Legal Charge and/or as defined in section 29 of the Insolvency Act 1986

## 2. Charge

2.1 This Legal Charge is expressly made for securing present and further advances

2.2 The Mortgagor with full title guarantee HEREBY CHARGES by way of legal mortgage the Property as a continuing security for:-

2.2.1 all present and/or future indebtedness of the Mortgagor to the Bank on any account whatsoever as mentioned in clause 3.1 hereof

2.2.2 all other liabilities whatsoever of the Mortgagor to the Bank present future actual or contingent

2.2.3 all costs and mortgagees' expenses arising hereunder as hereinafter provided

together in each case with interest thereon from day to day from demand until full discharge (as well after as before judgement or the death insanity insolvency or other incapacity of the Mortgagor) at the Interest Rate

2.3 The Mortgagor with full title guarantee HEREBY FURTHER CHARGES by way of fixed charge all rents and other income derived from the Property or to which the Mortgagor may be or become entitled therefrom together with the right to recover the same (by action or otherwise) in the name of and for the account of the Mortgagor

## 3. Mortgagor's Covenants

The Mortgagor COVENANTS with the Bank:-

3.1 ON DEMAND (save where otherwise specified in the Loan Agreement or agreed in writing between the parties hereto) to pay to the Bank all money and discharge all obligations and liabilities which now are or at any time hereafter may be due owing or incurred from or by the Mortgagor to the Bank or for which the Mortgagor may be or become liable to it in whatever currency denominated on any current or other account or in any manner whatever (whether alone or jointly with any other person or

corporate body and in whatever style or form and whether as principal or surety) including (without prejudice to the generality of the above) all liabilities in connection with foreign exchange transactions and for accepting endorsing or discounting any notes or bills and/or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Mortgagor or for any other matter or thing whatsoever including interest to the date of repayment (calculated at the Interest Rate and payable as well after as before judgement or the death insanity insolvency or other incapacity of the Mortgagor) commission fees and other charges and all legal and other costs charges and expenses on a full indemnity basis together with any Value Added Tax at the applicable rate which may be or become due in respect of all or any such matters

3.2.1 To permit the Bank and its duly authorised agents and representatives at any time upon reasonable prior notice with or without others to enter upon the Property or any part or parts thereof and examine the condition thereof without thereby becoming liable as mortgagee in possession

3.2.2 To keep the Property in good and substantial repair and good working order and condition and as and when necessary to rebuild renew or replace the same and not to pull down or remove or sell or otherwise dispose of any part of the same without the prior consent in writing of the Bank except in the ordinary course of use repair maintenance or improvement and if the Mortgagor shall fail to do so the Bank and its duly authorised agents and representatives shall be entitled (but not bound) at any time to enter upon the Property or any part or parts thereof and execute such works of repair and maintenance as in the opinion of the Bank may be necessary or proper without thereby becoming liable as mortgagee in possession

3.3.1 At all times during the continuance of this security to keep the Property insured against loss or damage by fire civil commotion explosion aircraft and articles dropped from aircraft and against storm tempest lightning flooding burst pipes and malicious damage together with cover against all relevant liabilities to third parties and in respect of environmental impairment liabilities of any nature and such other risks and contingencies as the Bank may from time to time require to the extent of the full reinstatement value or the amount of the potential liability with full provision for estimated inflation in respect of such value or liability and in respect of the construction and other costs involved and including a sum to cover the cost of demolition debris removal and architects' engineers' surveyors' and other professional fees (including any Value Added Tax payable on or included in such costs and fees or otherwise) and if the

Property is wholly or partly let for three years' loss of rent with insurers previously approved by the Bank in writing in the joint names of the Mortgagor and the Bank or at the option of the Bank in the name of the Mortgagor with the interest of the Bank in the Property being noted on the insurance policy and with the policy containing such provisions for the protection of the Bank as the Bank may reasonably require to avoid the interest of the Bank being prejudiced by any act of the Mortgagor or of any occupier

3.3.2 To deposit with the Bank the original of (or at the option of the Bank a certified copy or copies of) the insurance policy or policies relating to the Property and punctually to pay all premiums necessary for the purpose of such insurance (on demand producing to the Bank the receipt for every payment of premium) and likewise to notify the Bank in a timely manner (confirming such notification in writing) if any event occurs or circumstance arises which may give rise to a claim under any such policy or policies or which may affect the continuance or validity of any such policy or policies and thereafter comply with the reasonable requirements of the Bank in relation thereto

3.3.3 To hold all monies which may be received by the Mortgagor by virtue of any policy relating to the Property in trust for the Bank and to apply the same (at the option of the Bank but without prejudice to any obligation in the policy of insurance or any other obligation having priority to the obligations imposed by this Legal Charge) either in making good the loss or damage in respect of which the same may have been received with any deficiency being made good by the Mortgagor or in discharge or reduction of the monies hereby secured

3.3.4 PROVIDED THAT if the Mortgagor shall at any time refuse or neglect to keep the said insurances on foot or to comply in any material respect with the covenants hereinbefore contained the Bank shall have power to insure against the covers and risks mentioned in clause 3.3.1 and the Mortgagor will on demand pay to the Bank every sum expended by the Bank in so doing

3.3.5 AND PROVIDED THAT if the Mortgagor has a leasehold interest in the Property and at all times the interest of the Bank is noted on the relative policy of insurance and it gives cover against such risks as the Bank shall require and contains in favour of the Bank such provisions for the protection of the Bank as the Bank may reasonably require and insurance is to the full reinstatement value of the Property or the amount of the potential liability the Bank will accept in compliance with the terms of this



clause the insurance maintained in accordance with the lease under which the Mortgagor holds the Property

3.3.6 AND PROVIDED FURTHER that every insurance of the Property effected by the Mortgagor whether or not pursuant to the covenant in that behalf hereinbefore contained shall be deemed to be an insurance for the maintenance of which the Mortgagor is liable under this Legal Charge

3.4 To pay when due all outgoings (whether of a capital or revenue nature and even if wholly novel) payable to the landlord of the Property (if the same is leasehold land) and/or to the local or any other authority or to a statutory undertaker in respect of the Property or the supply of services to the Property and to reimburse to the Bank on demand any such sum paid by the Bank

3.5 To comply with and (where appropriate) enforce each and every covenant and provision contained in any document affecting the Property and comply with all bye-laws and planning local authority and statutory requirements affecting the Property its use and occupation and the employment of persons at the Property

3.6.1 If the Property or any part thereof is let to take such action (including legal proceedings) as may be reasonably necessary to procure the payment of rent by and to enforce the observance and performance of terms conditions and covenants on the part of every tenant of the Property or such part and to observe and perform the terms conditions and covenants on the part of the Mortgagor in respect of such letting

3.6.2 To pay into such account with the Bank in the name of the Mortgagor or to such other account as the Bank shall from time to time direct all monies which the Mortgagor may receive by way of rent licence fee or other like payment in respect of the Property or any part thereof and pending such payment to hold such moneys in trust for the Bank

3.6.3 If so required by the Bank to instruct all or any tenants licensees and/or other occupiers of any part of the Property and/or those having responsibility for the collection of revenues from them to pay all sums due by way of rent licence fee or other like payment in respect of the Property or any part thereof to such account with the Bank in the name of the Mortgagor or to such other account and in such name as the Bank shall from time to time direct provided that the Bank shall not in the exercise of its rights under this clause become or be deemed to become a mortgagee in possession

3.6.4 Not (without the prior consent in writing of the Bank) to charge or otherwise dispose of or release exchange compound set-off or grant time or indulgence in respect of or otherwise deal with all or any part of any rent licence fee or other like payment in respect of the Property or any part

thereof nor (without the like consent and then only subject to such further requirements as the Bank may impose) to withdraw charge or otherwise dispose of any part of the monies standing to the credit of any such account as is mentioned in clauses 3.6.2 and 3.6.3 or attempt to do so

3.6.5 If the Property or any part is leasehold to take such action as aforesaid to enforce the observance and performance of terms conditions and covenants on the part of the landlord of the Property or such part and to pay the rents reserved by and generally observe and perform the terms conditions and covenants on the part of the Mortgagor contained in the lease under which the Mortgagor holds the Property or such part

3.7 Not without the written consent of the Bank to part with possession of the Property or any part or grant a tenancy or lease or accept a surrender of any tenancy or lease relating to the Property or any part thereof nor to release or vary any of the terms of nor grant any consent licence or permission under any such tenancy or lease nor agree any rent review nor exercise any power to determine or extend the same to the intent that the statutory and other powers otherwise available to the Mortgagor in respect of all or any of such matters shall not be exercisable during the continuance of this security without the Bank's consent in writing

3.8 Save as permitted under clause 3.7 hereof not to part with or share possession or occupation of the Property or part thereof nor to grant to any person any licence right or interest to occupy the Property or any part thereof nor create or permit to arise any overriding interest (as defined in the Land Registration Act 2002)

3.9 Not to assign transfer or otherwise dispose of the interest of the Mortgagor in the Property or any part thereof nor attempt or agree so to do and not without the written consent of the Bank to:-

3.9.1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect the Property or any part of it nor (if such consent be given) permit the sum secured by any authorised charge (exclusive of accrued interest) to exceed such amount as shall be approved in writing by the Bank

3.9.2 grant or suffer to be created or acquired any option proprietary right or interest or any easement right licence privilege or profit a prendre which shall affect or in any way relate to the Property or any part nor do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of the Property to the Bank as security

3.9.3 exercise any option which in any way relates to the Property or any part of it (including any option regarding the application of Value Added Tax to any disposal of any interest in the Property or any part of it or to any rental in respect of the Property or any part of it)

- 3.10.1 Not to bring onto the Property any hazardous substance in a quantity notifiable under the Notification of Installations Handling Hazardous Substances Regulations 1982 and/or any regulations made under the Planning (Hazardous Substances) Act 1990 without the prior written consent of the Bank and (without prejudice to the Bank's power to refuse its consent) any such consent may be subject to conditions the nature and scope of which are to be at the Bank's entire and unfettered discretion
- 3.10.2 Not to use any part of the Property for a contaminative use and/or the deposit of waste material of any nature or any operation which might involve the deposit of waste material within the scope of any regulation issued by any competent authority without the prior written consent of the Bank as mentioned in clause 3.10.1
- 3.10.3 To comply at the expense of the Mortgagor in a timely and effective manner with the requirements of any competent authority in respect of any matter falling within the scope of the Mortgagor's obligations under clauses 3.10.1 or 3.10.2 including (without in any way limiting the scope of the Mortgagor's obligations under this clause) any requirement on the part of the Environment Agency any waste regulation authority and any health and safety executive
- 3.10.4 If so required by the Bank at any time and from time to time to procure at the expense of the Mortgagor and for the benefit of the Mortgagor and the Bank any environmental audit assessment or investigation which the Bank may deem necessary in order to determine the extent of (or any deficiencies in) the Mortgagor's compliance with its obligations under this clause 3.10 or to satisfy the Bank or any other person (including any competent authority) as to the extent of any environmental liability or risk applicable at any time in respect of any part of the Property
- 3.11 Not without the written consent of the Bank to make any application under the Town and Country Planning Acts 1971 to 1995 to change the authorised use of or to carry out development upon the Property nor to apply for an established use certificate
- 3.12 To notify the Bank forthwith of any notice order proposal or information received by the Mortgagor in respect of proposals for the compulsory acquisition of or otherwise relating to or affecting the Property or any part thereof or any application by a person other than the Mortgagor for planning permission affecting the Property or any part thereof and at the request of the Bank to make or join with the Bank in making such objections or representations against or in respect of any such proposal as the Bank shall consider expedient and any compensation received by the Mortgagor as a result of any such notice order or proposal shall be held in trust for and paid to the Bank in reduction of the monies obligations and liabilities secured by this Legal Charge

3.13.1 Without prejudice to and in addition to every other remedy of the Bank to pay on a full indemnity basis to the Bank on demand or (as the case may be) to any Receiver on demand the amount of all expenses properly incurred by the Bank or any Receiver in relation to this Legal Charge with interest thereon at the Interest Rate from the respective time or times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged upon the Property

3.13.2 For the avoidance of doubt IT IS HEREBY AGREED that the expression "expenses" includes all costs moneys charges and expenses properly paid and all liabilities properly incurred by the Bank or any Receiver (including legal costs charges and expenses ascertained as between solicitor and own client) on or in connection with or incidental to the Property and this Legal Charge and all expenses herein covenanted by the Mortgagor to be paid and in particular in connection with

3.13.2.1 inspecting surveying or obtaining any report of any nature or of any kind whatsoever in connection with the Property or repairing rebuilding or reinstating any part thereof or any works thereon where the Bank or any Receiver reasonably considers such to be necessary for the benefit or preservation of the Bank's security or to enhance its realisation

3.13.2.2 investigating any matter in relation to the Property and/or considering enforcing or attempting to enforce the rights and powers of the Bank or any Receiver hereunder or under the general law

3.13.2.3 doing or considering any other matter or thing whatsoever which the Bank or any Receiver reasonably considers to be for the benefit of or preservation of or the more advantageous realisation of the Bank's security

3.14 To deposit with the Bank and to permit the Bank during the continuance of this security to hold and retain all deeds and documents of title relating to the Property or any part thereof and such other documents relating to the Property as the Bank may from time to time require

3.15 At any time if and when required by the Bank to provide such instructions and authorities addressed to or in favour of the Bank or otherwise and in such form as the Bank shall require (including any such as are required for or relate to the due performance of the Mortgagor's obligations under any other covenant in this Legal Charge) and to execute such further legal or other mortgages charges transfers or assignments (in favour of the Bank or as the Bank shall direct) as the Bank shall from time to time require over all or any part of the Property or any interest therein which may come into the possession of or be under the control of the Mortgagor (including any

interest which is or is related to a freehold or leasehold interest in the Property which is superior to the current leasehold interest of the Mortgagor in the Property) and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further mortgages charges transfers or assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Bank as the Bank may reasonably require

#### 4. Power of Sale and Power to Appoint a Receiver

4.1 Section 103 of the Law of Property Act 1925 shall not apply hereto and the statutory power of sale and other powers (whether given by statute or expressed herein) shall be exercisable without further notice at or at any time after demand for payment of any money or the performance of any obligation or discharge of any liability hereby secured whether or not the Mortgagor shall have been accorded sufficient time or any time in which to satisfy the demand made and the date of such demand shall (without prejudice to the equitable right of redemption) be the redemption date

4.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or any Receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

4.3 At or at any time after demand as aforesaid the Bank may appoint any person to be a Receiver of the Property or any part thereof (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver so appointed and appoint another in his place as to the whole or any part of the Property and such Receiver so appointed shall have all the powers conferred from time to time on receivers by statute (as varied and extended by this Legal Charge) and in addition (so far as requisite and/or applicable to the Property) the powers conferred on an administrator and an administrative receiver by sections 14(1) and 42(1) of the Insolvency Act 1986 and power on behalf of the Mortgagor (notwithstanding the death insanity insolvency or other incapacity of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Property or any part thereof

4.4 Without prejudice to any other remedy of the Bank and notwithstanding that the statutory power of sale and other powers may not then be exercisable as provided in clause 4.1 the Bank shall be entitled upon the Mortgagor's default in the payment of interest or any other sum without demand or notice to the Mortgagor to

appropriate all or any part of the monies standing to the credit of any account mentioned in clause 3.6.2 and/or clause 3.6.3 in or towards the payment of any interest or other sum then due from the Mortgagor to the Bank

#### 5. Powers of the Bank and of a Receiver

At or at any time after demand as aforesaid the Bank and any Receiver appointed hereunder may (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) exercise the following powers without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925:-

5.1 To sell exchange convert into money or otherwise dispose of or deal with the whole or any part of the Property alone or in parcels either by public auction or private contract for such consideration and generally on such terms and conditions as the Bank or the Receiver (as the case may be) deems fit and either for a lump sum or for a sum payable in instalments or for a sum on account and a mortgage or charge for the balance and with power to buy rescind or vary any contract for sale and to resell the Property without being responsible for any loss which may be occasioned to the Mortgagor thereby and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other the estate owner) if the Bank or the Receiver (as the case may be) shall consider it necessary or expedient so to do

5.2 To make agreements for leases and to grant leases of the Property or any part thereof and surrender and accept surrenders of leases and grant vary or terminate any options and/or licences upon such terms (including the length of the term of any lease and payment of any premium) and at such rents as the Bank shall think fit and without any further consent by or notice to the Mortgagor exercise on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1995 the Rent Acts 1974 to 1985 the Housing Acts 1985 to 1996 the Agricultural Holdings Acts 1948 to 1986 the Agricultural Tenancies Act 1995 the Agriculture Acts 1947 to 1986 and any other legislation from time to time in force relating to the rights of landlords and tenants rents housing and agriculture in respect of any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised

5.3 As agents for the Mortgagor to remove store sell or otherwise deal with any furniture or goods which the Mortgagor may fail to remove from the Property within seven days of being required to do so by notice from the Bank or such Receiver (as the case may be) and the Bank and the Receiver shall not be liable for any loss or damage

occasioned to the Mortgagor and the Mortgagor shall indemnify the Bank or the Receiver (as the case may be) against all expenses incurred by them in relation to such furniture or goods and such expenses shall be deemed to have been properly incurred for the purposes of this Legal Charge it being agreed however that this Legal Charge does not create any right in equity to such furniture or goods in favour of the Bank or such Receiver nor any charge or security thereon or otherwise as to create this Legal Charge a bill of sale

5.4 Upon any sale made or lease granted in exercise of the powers conferred in that behalf by this Legal Charge or by statute the Bank or the Receiver (as the case may be) may sever and sell any fixtures upon the Property and in the case of a sale or lease of part only of the Property may make such arrangements as the Bank or the Receiver (as the case may be) shall think fit for the apportionment of any rent affecting the part sold or for charging the rent wholly upon part only of the Property and for the indemnification of any purchaser or purchasers against the whole or any part of the rent or the performance or observance of any of the covenants or agreements affecting the Property either by the limitation of new rent or by powers of entry and distress and entry and taking the income thereof or otherwise

5.5 To obtain all necessary planning permissions building regulation approvals and any other permissions consents or licences as may be necessary to develop the Property (with or without any further property as is mentioned in clause 5.7) as the Bank or the Receiver (as the case may be) shall think fit

5.6 To deal generally with and manage and to carry on all such development upon the Property jointly with any other property as the Bank or the Receiver (as the case may be) may deem proper to carry on and to complete with or without modification any building or other works thereon which may be unfinished (with power to use any machinery and incorporate in any building any unfixed materials) and in particular to take over vary cancel or complete any contract relating thereto without being responsible for loss or damage and the cost thereof (including payment upon architects' and other professional certificates) shall be reimbursed by the Mortgagor and shall be charged upon the Property

5.7 To acquire any property asset or right (including the securing of vacant possession of any property) which the Bank or the Receiver may deem necessary or desirable for the more advantageous realisation of all or any part of the Property and to combine with and/or to sell or otherwise dispose of or deal with any such property asset or right with or without the Property or any part of it in such manner as the Bank or the Receiver may deem fit and all costs thus incurred shall be deemed to have been properly incurred for the purposes of this Legal Charge and until reimbursed by the Mortgagor shall be charged upon the Property

- 5.8.1 To pursue settle adjust or compromise any claim of against or arising out of the Property on such terms as the Bank or the Receiver shall think fit and to bring prosecute enforce or defend any such claim
- 5.8.2 To enter into any lawful agreement which the Bank deems fit to vary the priority of all or any claims against the Mortgagor as between the Bank and any other secured creditor of the Mortgagor and to execute any such agreement in the name of the Mortgagor
- 5.9 To take all such steps as the Bank or the Receiver (as the case may be) shall from time to time and at any time deem appropriate in order to contain reduce neutralise or eliminate any apparent potential or consequential damage or injurious effect to the Property its surroundings and/or the environment as a result of the escape or spillage of any hazardous substance or the presence of any waste material of any nature and in so doing to undertake any measures necessary to comply with the requirements or any competent authority
- 5.10 To appropriate the whole or any part of the monies standing to the credit of any account mentioned in clause 3.6.2 or 3.6.3 in or towards the satisfaction of the Mortgagor's indebtedness to the Bank and if the Bank does not do so then (unless the Bank gives express notice to the contrary to the Mortgagor) it shall nevertheless be treated as if it had done so at the time of demand as aforesaid

#### 6. Additional Powers of the Bank and of a Receiver

- 6.1 The Bank may (if it so elects) exercise all or any of the powers conferred on a Receiver hereunder as mentioned in clause 4.3 and (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) the Bank and any Receiver appointed hereunder shall have in addition to those powers and the powers referred to in clause 5 hereof and to powers conferred by statute the following powers:-
- 6.1.1 to take possession of collect and get in the Property or any part thereof and all rents and other income thereof accrued at any time and for that purpose to take defend or discontinue any proceedings or submit to arbitration in the name of the Mortgagor or otherwise as the Bank or the Receiver shall think fit
- 6.1.2 to make any arrangement or compromise or enter into or cancel any contract as the Bank or the Receiver may think fit
- 6.1.3 to make allowance to and re-arrangements with any lessees tenants or other persons from whom any rents or profits or other payments may be receivable



- 6.1.4 to institute carry on and conduct services of lighting heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property or any part thereof
- 6.1.5 to effect maintain renew and vary all requisite insurances including such insurances as are mentioned in clause 3.3
- 6.1.6 to effect repairs renewals and improvements to and generally to manage the Property and to do all such other acts and things as may be considered to be incidental or conducive to any matters or powers aforesaid and which the Bank or the Receiver may or can do as agent for the Mortgagor
- 6.1.7 to borrow money on the security of the Property (with or without the addition of any other property mentioned in clause 5.7) or any part of it from the Bank or from any other Bank either in priority to this security or not (as the Bank may determine) for any of the purposes mentioned in this clause or in clause 5 hereof
- 6.1.8 to employ for the protection of the Property and for all or any of the purposes aforesaid solicitors architects surveyors quantity surveyors estate agents contractors builders managers and workmen and others and purchase all proper materials and equipment as the Bank or the Receiver shall deem necessary
- 6.1.9 sign any document execute any deed and do all such other acts and things as may be considered by the Bank or the Receiver to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Bank's security and use the name of the Mortgagor for all the above purposes
- 6.2 All money expended by the Bank or the Receiver (including interest paid on any borrowings) shall on demand be repaid by the Mortgagor with interest thereon at the Interest Rate from the respective times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged on the Property
- 6.3 All money received by the Bank or by any Receiver appointed by the Bank in the exercise of any powers conferred by this Legal Charge shall forthwith become charged with the payment of all monies obligations and liabilities secured hereby and shall be applied after the discharge of the expenses of the Bank and the remuneration and expenses of the Receiver and all liabilities (if any) having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Bank in its absolute discretion may from time to time conclusively determine (save that the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time determine and the Receiver may retain the same for such period as he and the Bank consider expedient)

6.4 Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts defaults and remuneration and the Bank shall not be under any liability for his remuneration or otherwise and where (on account of the liquidation or bankruptcy of the Mortgagor or otherwise) the law does not allow such interpretation any Receiver appointed hereunder shall be deemed to act as principal and not as agent of the Bank

6.5 The remuneration of the Receiver shall be appropriate to the work and responsibilities involved and charged at such rates as may be agreed between him and the Bank at or at any time after his appointment

6.6 The Mortgagor hereby agrees on demand to indemnify both the Bank and any Receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Mortgagor of any of the Mortgagor's covenants or other obligations to the Bank

## 7. Appointments Consents and Notices

7.1 The Bank may appoint remove and replace a Receiver hereunder by writing under the hand of an authorised officer of the Bank

7.2 Any consent to be given by the Bank hereunder may be given by writing under the hand of an authorised officer of the Bank

7.3 A demand for payment or any other demand or notice under this Legal Charge shall be effective notwithstanding the death insanity insolvency or other incapacity of the Mortgagor and shall be made or given in writing by any agent or solicitor or authorised officer of the Bank and (in the case of an individual) served upon the Mortgagor or his personal representatives personally or delivered or sent by first class letter post cable telex or facsimile transmission to the Mortgagor or his personal representatives at his or their usual place of abode or place of business last known to the Bank or (in the case of a corporate body) served on any one of its directors or the company secretary or delivered or sent as aforesaid to its registered office or the address or place of business of the Mortgagor last known to the Bank or (in either case) delivered or sent as aforesaid to the address of the Mortgagor stated in the Schedule and a demand or notice so addressed and posted shall be deemed to be delivered forty eight hours after posting and shall be effective notwithstanding that it be returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted and any notice or demand sent by cable telex or facsimile

transmission shall be deemed to have been served at the time of despatch and shall be effective notwithstanding any incomplete or distorted transmission and in proving such service it shall be sufficient to prove that the notice or demand (if by cable) was properly addressed and dispatched or (if by telex or facsimile transmission) was transmitted to the number last known to the Bank from which the correct answerback or other appropriate acknowledgement of receipt was obtained

7.4 In the case of the death of any person a party hereto and until receipt by the Bank of notice in writing of the grant of representation to the estate of the deceased any notice or demand by the Bank sent by first class letter post cable telex or facsimile transmission as aforesaid addressed to the deceased or to his personal representatives at the usual place of abode or place of business of the deceased last known to the Bank shall for all purposes be deemed a sufficient service of a notice or demand by the Bank on the deceased and his personal representatives and shall be as effectual as if the deceased were still living

7.5 Any such notice or demand or (in the absence of manifest error) any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Mortgagor if signed by any agent or solicitor or authorised officer of the Bank

7.6 The Bank shall only be deemed to have had notice of any matter relating to this Legal Charge or to the Mortgagor if the Bank has in fact received notice in writing of such matter at its registered office or at such other address as shall be notified by the Bank to the Mortgagor from time to time

## 8. Continuing Security and Lending Powers

8.1 This Legal Charge shall be a continuing security to the Bank notwithstanding the death insanity insolvency or other incapacity of the Mortgagor and shall not be prejudiced by repayment or partial repayment of sums from time to time owing by the Mortgagor to the Bank or by the settlement of any account and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any collateral or other securities now or hereafter held or available for any of the moneys hereby secured (even if the same shall be taken without the consent or against the prohibition of the Mortgagor in respect of moneys for which the Mortgagor is or shall be liable as surety only) and this Legal Charge shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

8.2 The Bank may from time to time give time for payment of any bill or bills of exchange or any promissory note or notes or any other security or securities which

may have been discounted for or received in account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer or endorser or otherwise liable thereon as the Bank shall in its discretion think fit without in any manner releasing the Mortgagor or affecting the security hereby created and nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Bank may for the time being have for any money or liabilities due or incurred by the Mortgagor to the Bank or any right or remedy of the Bank thereunder

8.3 The Bank may upon receiving notice of any charge or other interest affecting the Property or any part thereof (whether or not the Bank has consented hereunder to such charge or the creation of such other interest) close the then current account and open a new account with the Mortgagor and if the Bank does not open a new account then (unless the Bank gives express notice to the contrary to the Mortgagor) it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time no money paid in or carried to the credit of the Mortgagor in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on the said closed account at the time when it received such notice as aforesaid

8.4 If the Mortgagor shall have more than one account with the Bank (whether in the name of the Bank for the account of the Mortgagor or of the Mortgagor jointly with others and whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency and wheresoever situate) the Bank may at any time and without any prior notice in that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit or in respect of which there are outstanding obligations or liabilities (be they present future actual contingent primary collateral several or joint) and so that where the expression "the Mortgagor" includes more than one person or corporate body such transfer may be made from any account in the name of one or more of such persons or corporate bodies to any account in the name of the Mortgagor and where such combination or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Mortgagor is liable with the existing currency so converted

8.5 None of the persons or corporate bodies included in the expression "the Mortgagor" shall as against the Bank be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons or corporate bodies included in the expression "the Mortgagor"

8.6 The Bank may at any time seek from any person having dealings with the Mortgagor (including any prior mortgagee or chargee) such information about the

Mortgagor's affairs insofar as they relate to the Loan Agreement and/or the Property and its incumbrances as the Bank may think fit and the execution of this Legal Charge by the Mortgagor shall constitute an authority and request on the part of the Mortgagor to any such person to supply the requested information to the Bank without the need for any further authority other than a copy of this Legal Charge certified by an authorised officer of the Bank or by the Bank's solicitors

8.7 The execution of this Legal Charge by the Mortgagor shall constitute an authority on the part of the Mortgagor to the Bank to disclose to any bank or financial institution to whom the Bank is proposing to assign all or any of its rights hereunder or to offer or grant a participation in any loan secured by this Legal Charge such information concerning the affairs of the Mortgagor insofar as they relate to the Loan Agreement the Property and its incumbrances in such manner and to such extent as the Bank shall from time to time deem fit.

## 9. Payments

9.1 The certificate of an officer of the Bank as to the money obligations and liabilities for the time being due owing or incurred to the Bank from or by the Mortgagor hereunder shall be conclusive evidence (in the absence of manifest error) in any legal proceedings against the Mortgagor

9.2 All sums payable by the Mortgagor under this Legal Charge whether in respect of principal interest or otherwise shall be paid in full without any deduction or withholding whatsoever whether on account of any income or other taxes or charges or otherwise and in the event of the Mortgagor being compelled by law to make any such deduction or withholding from any payment to the Bank then the Mortgagor will forthwith pay to the Bank such additional amount as will result in the receipt by the Bank of the full amount for which the Mortgagor is liable under this Legal Charge and any additional amount thus paid shall not be treated as interest but as agreed compensation

9.3 The Mortgagor shall not be entitled to deduct or set-off any amount which is owed or said to be owed by the Bank to the Mortgagor from any amount due from the Mortgagor to the Bank under this Legal Charge or raise any defence or counter claim

9.4 The Bank may apply all monies received by the Bank under this Legal Charge (whether from the Mortgagor or from any other person or persons liable to pay the same) to any account or item of account or transaction or liability secured by this Legal Charge

## 10. Currency Clauses

10.1 All moneys received or held by the Bank or by a Receiver under this Legal Charge may from time to time be converted into such other currency as the Bank considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Mortgagor in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency to be acquired with the existing currency

10.2 If and to the extent that the Mortgagor fails to pay on demand any amount due the Bank may in its absolute discretion and without notice to the Mortgagor purchase at any time thereafter so much of a currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Mortgagor in such currency hereby secured at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing such currency with sterling and the Mortgagor hereby agrees to indemnify the Bank against the full sterling price (including all costs charges and expenses) paid by the Bank

10.3 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Mortgagor in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Bank shall have a further separate cause of action against the Mortgagor and shall be entitled to enforce the security hereby created to recover the amount of the shortfall

## 11. Power of Attorney

11.1 As security for the covenants hereinbefore contained and in consideration of the Bank making available or continuing to make available banking facilities to the Mortgagor the Mortgagor hereby irrevocably during the continuance in force of this security appoints the Bank and the persons and corporate bodies deriving title under the Bank any person nominated in writing under the hand of an officer of the Bank or any successor in title and any Receiver appointed hereunder severally to be the attorney of the Mortgagor for the Mortgagor and in the Mortgagor's name and on the Mortgagor's behalf to execute seal and deliver or otherwise perfect any deed or other instrument or act which may be required or deemed proper for any of the purposes of this security (including any instruction or authority or any legal or other mortgage charge transfer assignment or agreement referred to in clause 3.15 and clause 5.8.2) or to protect by registration or otherwise the interest of the Bank hereunder and this appointment shall

operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971

11.2 The Mortgagor hereby covenants with the Bank and its successors in title and separately with any such Receiver that on request the Mortgagor will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Bank or such Receiver or by the Mortgagor at the instance of the Bank or such Receiver in the exercise or purported exercise of its or his powers and the Mortgagor irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Bank and any such Receiver by the Mortgagor

## 12. Consolidation and Miscellaneous

12.1 The restriction of the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge or to any security given to the Bank pursuant hereto

12.2 No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

12.3 The security given to the Bank pursuant to this Legal Charge shall extend to all indebtedness of the Mortgagor to the Bank as mentioned in clause 3.1 whether or not the Bank was an original party to the relevant transaction or transactions by virtue of which such indebtedness or any part of it may from time to time arise

12.4 Each of the provisions of this Legal Charge (here meaning not only clauses within it but also individual words and phrases appearing within those clauses) is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

12.5 Each person and corporate body included in the expression "the Mortgagor" agrees to be bound by this Legal Charge notwithstanding that any other such person or corporate body intended to execute or be bound may not do so or be effectually bound and notwithstanding that this Legal Charge may be determined or become invalid or unenforceable against any one or more such persons or corporate bodies whether or not the deficiency is known to the Bank

12.6 To the extent that this Legal Charge constitutes a contract for the disposition of an interest in land within the terms of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the parties hereto declare that all the terms which they have expressly agreed are contained or referred to in this Legal Charge

12.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the provisions of this Legal Charge shall not be enforceable by any third party who (but for the provisions of that Act) would not have been entitled to enforce those provisions

### 13. Warranty and Undertaking

13.1 The Mortgagor hereby represents and warrants that the Mortgagor has full power authority and legal right to give and to observe the terms and conditions of this Legal Charge and that there is no provision in the memorandum or articles of association or any other constitutional document of any corporate body included in the expression "the Mortgagor" or in any other corporate document mortgage indenture trust deed or any other agreement binding upon the Mortgagor or affecting the Mortgagor which would inhibit or prevent the Mortgagor from entering into the obligations set out in this Legal Charge or prevent conflict with or affect the Mortgagor's performance or observance of any of the terms of this Legal Charge

13.2 The Mortgagor hereby undertakes to the Bank that the Mortgagor will obtain and maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of the Mortgagor's obligations hereunder

### 14. Proper Law and Jurisdiction

14.1 This Legal Charge shall be governed by and construed in accordance with the Law of England and Wales and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts in England and Wales

14.2 Without prejudice to the generality of the provisions of section 1139 of the Companies Act 2006 (as amended) and the Civil Procedure Rules for the time being the Mortgagor hereby irrevocably authorises and appoints the solicitors named in the Schedule (or such other person being a firm of solicitors resident in England or Wales as the Mortgagor may by notice to the Bank substitute) to accept service of all legal process arising out of or connected with this Legal Charge and service on those solicitors (or such substitute) shall be deemed to be service on the Mortgagor

### 15. Counterparts

This Legal Charge may be executed in any number of parts and all such counterparts taken together shall be deemed to constitute one and the same instrument.



16.2 Words importing the masculine gender only include the feminine gender and words importing the singular number may include the plural number and vice versa

16.4 Any reference to a statute includes any amendment or re-enactment of it for the time being in force and (where the context so admits or requires) any antecedent statute amended or re-enacted by that statute and any statutory instrument regulation or order deriving authority or validity from it or them

17.1 The Mortgagor hereby applies to the Chief Land Registrar for the registration of a restriction upon all registered titles comprised in this Legal Charge as follows:

17.2 The Bank applies to the Land Registry for a note to be entered on the register of any registered titles charged by this Mortgagor to the effect that this Legal Charge secures further advances and that the Bank is under an obligation to make further advances

IN WITNESS whereof the Mortgagor has executed and delivered this Legal Charge as a deed on the date shown in the Schedule

**IMPORTANT NOTICE**

**This Legal Charge creates extensive legal obligations binding upon the Mortgagor. The Bank has advised the Mortgagor not to sign this Legal Charge until the Mortgagor is fully prepared to enter into the obligations that it creates and that the Mortgagor should seek independent legal advice before accepting those obligations.**

**In executing this Legal Charge, the Mortgagor acknowledges receipt of that advice and confirms that the Mortgagor has either acted upon it or, alternatively, has decided not to do so uninfluenced by any statement or representation made or purporting to be made by or on behalf of the Bank.**

Executed as a Deed by )  
**BELLCORP LTD** )  
acting by a Director and its )  
Secretary/two Directors: )

Director

Director/Secretary

**OR**

Executed as a Deed by )  
**BELLCORP LTD** ) *ABU*  
acting by a director )  
in the presence of:- )  
Director

Witness Signature:

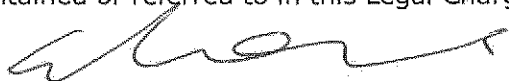
Witness Name: *ANTHONY DAVID TAWAH*

Address: *29 LOWER BROOK STREET  
IPSWICH IP4 1AQ*

Occupation: *SOLICITOR*

**DECLARATION**

On behalf of Hampshire Trust Bank Plc we hereby declare that to the extent that this Legal Charge constitutes a contract for the disposition of an interest in Land within the terms of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 all the terms which have been expressly agreed between the Mortgagor and the Bank are contained or referred to in this Legal Charge

A handwritten signature in black ink, appearing to be 'Glover', is written over a dotted line.

.....  
Glovers Solicitors LLP 6 York Street London W1U 6QD