



Registration of a Charge

Company name: **BELLS RESIDENTIAL LTD**

Company number: **11896551**



X9YW6P0A

Received for Electronic Filing: **22/02/2021**

Details of Charge

Date of creation: **19/02/2021**

Charge code: **1189 6551 0003**

Persons entitled: **BUSINESS LENDING RESIDENTIAL FUNDING 3 LIMITED**

Brief description: **A STANDARD BUILDING CONTRACT IN JCT 2016 FORM DATED THE 19TH OCTOBER 2020 AND MADE BETWEEN THE CHARGOR (1) AND HALL PARK CONSTRUCTION LIMITED (2) FOR THE DEMOLITION OF EXISTING COMMERCIAL UNITS AND NEW BUILD CONSTRUCTION OF 34 APARTMENTS, CAR PARKING AND AMENITY SPACE AT 341,343,345 AND 347 LONDON ROAD, HADLEIGH, BENFLEET, SS7 2BT AT A CONTRACT OF £4,558,550**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **KEN DELAGUA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11896551

Charge code: 1189 6551 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2021 and created by BELLS RESIDENTIAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2021 .

Given at Companies House, Cardiff on 23rd February 2021

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

Date:

19 February

2021

Bells Residential Ltd

as Chargor

Business Lending Residential Funding 3 Limited

as Lender

Assignment of Construction Contracts

[THIS DEED IS REGISTRABLE AT THE UK COMPANIES HOUSE]

THIS DEED is made the

19

day of

February

2021

BETWEEN:

- (1) **BELLS RESIDENTIAL LTD** (Company Number 11896551) whose registered office is at 57 Chadwick Road, Westcliff On Sea, United Kingdom, SS0 8LD (the "**Chargor**"); and
- (2) **BUSINESS LENDING RESIDENTIAL FUNDING 3 LIMITED** (Company Number 09242366) whose registered office is at Crown House, 1 Crown Square, Woking, Surrey GU21 6HR (the "**Lender**").

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Collateral**" means all or any of the property, rights and assets assigned or agreed to be assigned under Clause 4.1 (*Assignment*) or otherwise assigned or charged under or pursuant to this Deed;

"**Construction Contracts**" means the construction contracts details of which are set out in Schedule 1 (*Description of Construction Contracts*);

"**Default Rate**" means the rate and in the manner agreed between the Lender and Borrower in respect of any corresponding Secured Obligations or in the absence of agreement or a corresponding Secured Obligation at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time;

"**Event of Default**" has the meaning given in Clause 12.1 (*Events of Default*);

"**Credit Agreement**" means the Offer Letter from the Lender to the Chargor dated 15 December 2020 offering a loan facility of up to £5,820,473 (or thereabouts) to assist with the Chargor's development of the property known as 341, 343, 345 and 347 London Road and land lying to the south west of Church Road, Hadleigh, Benfleet SS7 2BT together with the Lender's Standard Lending Conditions 2012 (as they may be amended, supplemented or replaced from time to time);

"**Finance Documents**" means the Credit Agreement, this Deed and all other security and supporting documents to be entered into pursuant to it or them;

"**Receiver**" means any receiver or receiver and manager appointed by the Lender under Clause 12.2 (*Lender's powers*);

"**Secured Obligations**" means all present and future obligations and liabilities of the Chargor owed or expressed to be owed to the Lender whether actual or contingent and whether owed or incurred alone or jointly and/or severally and as principal or as surety or in any other capacity or of any nature (including for the avoidance of doubt all present and future obligations and liabilities of the Chargor to the Lender under or in connection with the Finance Documents);

"**Security**" means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"**Security Period**" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of becoming outstanding.

1.2 Construction

- (a) In this Deed, unless a contrary indication appears:
 - (i) "**assets**" includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
 - (ii) the "**Collateral**", or the "**Secured Obligations**" includes a reference to any part of them or it;
 - (iii) this "**Deed**", a "**Finance Document**" or any other agreement or document is a reference to this Deed, a Finance Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemented or novated;
 - (iv) a party to this Deed includes its successors in title, permitted assigns and permitted transferees;
 - (v) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having a separate legal personality);
 - (vi) a provision of law is a reference to that provision as amended or re-enacted and includes any subordinate legislation;
 - (vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) "**this Security**" means any Security created or constituted by this Deed;
 - (ix) words in the singular include the plural and vice versa and words in one gender include any other gender; and
 - (x) where there is more than one Chargor the expression "**Chargor**" shall where the context admits, include a reference to one or more of the persons comprised within such expression.
- (b) Headings in this Deed are for ease of reference only.
- (c) It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Lender) the Lender may only execute this document under hand.
- (d) Any covenant or undertaking by the Chargor under this Deed is given to or made in favour of the Lender and remains in force during the Security Period.
- (e) This Deed is a Finance Document.

- (f) Terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meanings in this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any provision of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. Representations

The Chargor makes the representations and warranties set out in this Clause 2 to the Lender.

2.1 Status

It is a corporation duly established and validly existing under its jurisdiction of incorporation.

2.2 Binding obligations

Its obligations and duties under this Deed constitute its legal, valid and binding obligations and duties enforceable in accordance with their respective terms.

2.3 Centre of main interests and establishments

For the purposes of Regulation (EU) 2015/848 on insolvency proceedings, its centre of main interest (as that term is used in Article 3(1) of that Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of that Regulation) in any other jurisdiction.

2.4 No prejudicial facts or circumstances

The Chargor does not, having made due and careful inquiry, know of any fact or circumstance which would or might prejudice any right, power or ability of the Lender to enforce the Collateral.

2.5 Repetition

The representations and warranties set out in this Clause 2 are made on the date of this Deed, and are deemed to be repeated by the Chargor on each date during the Security Period with reference to the facts and circumstances then existing.

3. Undertaking to pay and perform

The Chargor undertakes to pay and punctually to discharge to the satisfaction of the Lender the Secured Obligations when they become due, whether at maturity, on acceleration, on demand or otherwise.

4. Creation of Security

4.1 Assignment

As a continuing security for the payment and discharge of the Secured Obligations the Chargor with full title guarantee unconditionally and irrevocably assigns absolutely (and not by way of

charge only) to the Lender all of its rights, title and interest in respect of the Construction Contracts (and any rights from time to time arising under them).

4.2 Release

Upon the expiry of the Security Period (but not otherwise), the Lender will, at the request and cost of the Chargor, re-assign to the Chargor such of the rights as are then subsisting and vested in the Lender under and in relation to the Collateral.

5. Delivery of documents

The Chargor will, on demand from the Lender, promptly deliver all documents constituting and/or evidencing the terms of any agreement or arrangement relating to the Collateral and will meanwhile hold the same on trust for the Lender.

6. Undertakings by the Chargor

The undertakings in this Clause 6 are made in favour of the Lender and remain in force throughout the Security Period.

6.1 Compliance with Construction Contracts

The Chargor shall comply with all its obligations under the Construction Contracts.

6.2 No variation of Construction Contracts

The Chargor shall not agree to any material variation of the Construction Contracts without the prior written consent of the Lender (such consent not to be unreasonably withheld in the case of an amendment which does not prejudice or affect the Lender's interest under any of the Finance Documents).

6.3 Enforcing or preserving security

The Chargor shall do or cause or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing or preserving any of the Lender's rights under or by virtue of the Collateral or this Deed and allow its name to be used as and when required by the Lender for this purpose.

6.4 Negative pledge

The Chargor shall not sell, transfer, assign, charge, pledge or otherwise encumber or dispose of any Collateral, or any rights under or interest in any Collateral or purport or agree to do so.

6.5 No prejudicial action

The Chargor shall not take or omit to take any action the taking or omission of which is likely to result in any alteration or impairment of the Collateral, this Deed or any of the rights or remedies created by the Collateral or this Deed.

7. Obligation to perform

7.1 No assumption of obligations

Notwithstanding anything to the contrary in this Deed, during the Security Period:

- (a) the Chargor shall remain liable under the Construction Contracts and any other agreement, arrangement or document relating to the Collateral to perform and observe all the obligations and duties assumed or expressed to be assumed by it under the Construction Contracts or any such agreement, arrangement or document;
- (b) the Lender shall not be under any obligation or liability in relation to the Construction Contracts or any other such agreement, arrangement or other document by reason of this Deed;
- (c) The Lender shall not be required to assume or be under any obligation in any manner to perform, observe or fulfil any obligation or duty of the Chargor under or pursuant to the Construction Contracts and/or any such agreement, arrangement or document; and
- (d) The Lender shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made in respect of the Collateral or make any claim or take any other action to collect any moneys or to enforce any of the rights, title, interest or benefits assigned by this Deed to the Lender or to which the Lender may be at any time entitled pursuant to this Deed.

8. Further assurance and power of attorney

8.1 Further assurance

The Chargor agrees that at any time and from time to time upon the written request of the Lender it will promptly and duly execute, deliver and do any and all such further acts, instruments, deeds, documents, matters and things as the Lender may require for the purpose of obtaining the full benefit of this Deed and of the rights, title, interest and powers granted or intended to be granted by this Deed.

8.2 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney in its name and on its behalf to take any action which the Chargor is or may be obliged to take under or pursuant to this Deed (including, but not limited to, under Clause 8.1 (*Further assurance*)) or otherwise which the Lender or any Receiver in its discretion considers to be requisite or appropriate in order to carry any sale, lease, assignment or other disposal into effect, or to transfer or assign any interest in the Collateral, or to get in the Collateral, or generally to enable the Lender or a Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Chargor ratifies and confirms whatever any attorney properly does or purports to do pursuant to its appointment under this Clause.

9. Notices of assignment

The Chargor shall from time to time and as often as the Lender may require at the request of the Lender give duly completed notices of assignment in respect of the assignment of Construction Contracts contained in this Deed and to such other parties as the Lender may require substantially in the form set out in Schedule 2 (*Notice of Assignment*) or in such other form as the Lender may require and shall use its best endeavours to procure that each such party shall promptly acknowledge any such notice.

10. Benefit of Deed

10.1 Assignment by the Lender

The Lender may assign or transfer all or any part of its rights and/or obligations under this Deed without the consent of the Chargor to any successor appointed in accordance with the Finance Documents. The Chargor shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer.

10.2 No assignment by the Chargor

The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed.

10.3 Disclosure of information

The Lender may disclose such information about the Chargor and the Collateral as the Lender thinks fit to:

- (a) a potential assignee or transferee of all or any part of its rights under this Deed;
- (b) any person who may otherwise enter into contractual relations with the Lender in relation to any of the Secured Obligations;
- (c) any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or
- (d) any person if an Event of Default has occurred or the disclosure is in connection with the protection or enforcement of the Lender's rights under this Deed.

11. Protection and maintenance of Security

11.1 Action by the Lender

To the extent the Chargor, having been given the opportunity, has not done so, the Lender shall, without prejudice to its other rights and powers under this Deed be entitled (but not bound) at any time and as often as may be necessary to take any such action as may reasonably be necessary for the purpose of protecting and maintaining this Security.

11.2 Recovery of costs

Each and every reasonable cost, expense or liability so incurred by the Lender in or about the protection and maintenance of this Security by this Deed shall be reimbursed to the Lender by the Chargor upon demand together with interest at the Default Rate from the date on which such cost, expense or liability was incurred by the Lender until the date of actual receipt (both before and after any judgment) and any such cost, expense or liability so incurred together with interest shall be secured by this Deed until paid by the Chargor to the Lender.

All interest payable by the Chargor pursuant to any provision of this Deed shall accrue from day to day on the basis of a year of 365 days and (without prejudice to the Chargor's obligation to pay interest on demand) shall be compounded according to the usual practice of the Lender or, if there is no such practice, quarterly. The Lender shall also be entitled to charge the Chargor a reasonable fee to recover the cost of management time spent in connection with the preservation or enforcement of its rights under this Deed which shall be payable by the Chargor on demand.

12. Enforcement of Security

12.1 Events of Default

The expression "**Event of Default**" shall have the same meaning in this Deed as in the Credit Agreement and, in addition, shall include the following, each of which shall constitute an Event of Default:

- (a) if the Chargor shall commit any breach of the terms and conditions or shall fail to observe and perform any of the obligations on its part contained in this Deed; and
- (b) if any representation or warranty given or made by the Chargor under this Deed or any other document, agreement or certificate given or statement made in connection with any such representation or warranty shall prove to have been incorrect or misleading or ceases to be correct in any material respect.

12.2 Lenders' powers

Without prejudice to any of its other rights (including, but not limited to, those under the Credit Agreement) upon the occurrence of any Event of Default and so long as such Event of Default has not been waived in writing by or remedied to the satisfaction of the Lender, the Lender may by written notice to the Chargor declare this Security to be enforceable, and at all times after doing so the Lender shall be entitled without notice or further demand to:

- (a) exercise any and all rights of the Chargor under or in connection with the Collateral including, but not limited to, any and all rights of the Chargor to demand or otherwise require payment of any amount under, or performance of any provision of, any document or agreement included in the Collateral;
- (b) exercise the power of sale and all other rights, powers and discretions conferred on mortgagees by section 101 of the Act as varied or extended by this Deed;
- (c) in addition to the power contained in paragraph (b) above, sell to any person all or any part of its right, title and interest in and to the Collateral upon such terms as the Lender shall determine;
- (d) collect, receive or compromise and give a good discharge for any and all moneys and claims for moneys due and to become due for the time being comprised in the Collateral;
- (e) appoint, by deed or by a document under the hand of any of its officers, attorneys or substitute attorneys, a person or persons from time to time to act as Receiver of the Collateral and to remove a person or persons so appointed and appoint another in his or their place;

and otherwise put into force and effect all rights, powers and remedies available to it, at law or otherwise, as assignee or chargee of the Collateral (including, but not limited to, all rights, powers and remedies conferred on a mortgagee by the Act).

12.3 General

- (a) The power of sale conferred by section 101 of the Act and the other powers conferred on mortgagees and Receivers by this Deed or by law (as varied or extended by this Deed) shall arise on the execution of this Deed by the Chargor and shall be immediately exercisable at any time after this Deed has become enforceable.

- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) shall not apply to this Deed.
- (c) The Lender or a Receiver may exercise its powers of sale under this Deed in such manner and at such times as it may in its absolute discretion determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement of any such sale.
- (d) In addition to the powers contained in Clause 12.2 (*Lender's powers*), to the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law upon a Receiver of the Collateral may after this Deed has become enforceable be exercised by the Lender in relation to any of the Collateral without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- (e) Neither the Lender nor any Receiver shall be liable to account as an assignee or mortgagee or chargee of the Collateral and neither the Lender nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Collateral or otherwise for any act, neglect, default or omission (other than as a consequence of the gross negligence or wilful default of the Receiver or Lender) for which an assignee or mortgagee or chargee might be liable as such.
- (f) No person (including, but not limited to, a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:
 - (i) whether the Secured Obligations have become payable;
 - (ii) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable;
 - (iii) whether any money remains due to the Lender; or
 - (iv) how any money paid to the Lender or to the Receiver is to be applied.

13. Receiver

13.1 Agent of the Chargor

Each Receiver shall be the agent of the Chargor and the Chargor alone shall be responsible for his acts, defaults and remuneration.

13.2 Remuneration

The Lender may fix the remuneration of any Receiver.

13.3 Application of proceeds

All moneys received by a Receiver in exercise of the rights, powers and remedies conferred upon him by this Deed or by law shall be applied:

- (a) first, in or towards payment of all costs, charges, and expenses of, and incidental to the appointment of, such Receiver or incurred by him in or about or in pursuance or purported pursuance of the exercise by him of such rights, powers and remedies;

- (b) secondly, in or towards payment of all outgoings paid by such Receiver in or about or in pursuance or purported pursuance of the exercise by him of such rights, powers and remedies;
- (c) thirdly, in or towards payment to such Receiver of remuneration at such rates as may be agreed between him and the Lender; and
- (d) fourthly, in accordance with the provisions of Clause 16 (*Application of moneys*).

14. Powers of Receiver

14.1 General

Every Receiver has (subject to any limitation or restriction expressed in the instrument appointing him):

- (a) all the rights, powers and discretions conferred on a receiver appointed under the Act and on a receiver or an administrative receiver under the Insolvency Act 1986, or otherwise conferred by any applicable law;
- (b) all the rights, powers and discretions given to the Lender under Clause 12 (*Enforcement of Security*) as if those powers were expressly conferred on the Receiver by this Clause 14; and
- (c) all the rights, powers and discretions set out below in this Clause 14.

14.2 Comply with undertakings

A Receiver may comply with and perform all of the undertakings and covenants of the Chargor contained in this Deed.

14.3 Borrow money

For the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Deed or for any other purpose a Receiver may raise or borrow money from the Lender or others either unsecured or on the security of the Collateral (either in priority to this Security or otherwise) and generally on such terms as he may think fit. No person lending that money shall be concerned as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

14.4 Power of sale

A Receiver may sell, transfer, assign, exchange, or otherwise convert into money or realise or dispose of the Collateral or concur in any of the same, either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit.

14.5 Transfers and other disposals

A Receiver may carry any sale or other disposal into effect by transferring, letting or otherwise making such disposal in the name of the Chargor and for that purpose may give valid receipts for all moneys and enter into covenants and contractual obligations in the name of and so as to bind the Chargor.

14.6 Obligations in relation to the Collateral

A Receiver may enter into, perform, repudiate, rescind, rectify or vary contracts, bonds, covenants, commitments, guarantees, indemnities and similar matters in relation to the Collateral and may make all payments needed to effect, maintain, perform or satisfy any of the same.

14.7 Arrangements or compromises

A Receiver may make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts or rights as he may think expedient.

14.8 Insurance

A Receiver may effect such insurances of or in connection with the Collateral as he may think fit.

14.9 Prior Security

A Receiver may redeem any prior Security on such terms as he may think fit.

14.10 Act in the Chargor's name

A Receiver may do all acts and execute in the name and on behalf of the Chargor, any deed, receipt or other document.

15. Other acts

A Receiver may:

- (a) do all other acts and things which he may consider to be necessary or desirable for realising the Collateral or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by this Deed; and
- (b) exercise in relation to the Collateral all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Collateral.

16. Application of moneys

All moneys received by the Chargor, the Lender or any Receiver or any of them pursuant to this Deed shall be applied in or towards reduction of the Secured Obligations in such manner as the Lender may from time to time determine.

17. Miscellaneous

17.1 Additional security

This Security is in addition to and is not in any way prejudiced by any bill, note, guarantee, indemnity or other Security now or subsequently held by the Lender for any of the Secured Obligations.

17.2 No deduction or withholding

All payments made by the Chargor to the Lender under this Deed shall (save insofar as required by law to the contrary) be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If the Chargor shall be

required by law to effect any such deduction or withholding or payment the Chargor shall immediately pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would otherwise have been received had no such deduction or withholding or payment been made.

17.3 Set-off

The Lender may set off any matured obligation owed by the Chargor to the Lender against any obligation (whether or not matured) owed by the Lender to the Chargor regardless of the place of payment, or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange for the purpose of the set-off in an amount estimated by it in good faith to be the amount of that obligation.

17.4 Remedies

No failure or delay by the Lender in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any such right or remedy preclude any further exercise of such right or remedy or the exercise of any other right or remedy. The rights and remedies provided in or arising out of the Credit Agreement and this Deed are cumulative and do not exclude any rights and remedies provided by law.

17.5 Waivers

A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

17.6 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17.7 Amendments

Any term of this Deed may be amended, varied or supplemented with the consent of the Lender and the Chargor and by an instrument in writing signed by the parties to this Deed and any such amendment, variation or supplement will be binding on the Lender and the Chargor.

17.8 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest or proven error, conclusive evidence of the matters to which it relates.

17.9 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

17.10 Delegation of the Lender's powers

The Lender shall be entitled at any time and as often as it may consider to be expedient to delegate all or any of the powers and discretions vested in it under this Deed (including, but not limited to, the power vested in it by virtue of Clause 8 (*Further assurance and power of attorney*) in such

manner and upon such terms and to such persons as the Lender in its absolute discretion may think fit.

18. Expenses and indemnity

18.1 Enforcement and preservation costs

The Chargor undertakes to reimburse the Lender on demand all costs, charges and expenses of any kind (including, but not limited to, legal and out-of-pocket expenses) and all value added and other similar tax on such costs, charges and expenses incurred by the Lender in connection with the negotiation, preparation and execution of this Deed and in taking any steps, whether by way of legal proceedings, the appointment of a Receiver or otherwise, to enforce any of the provisions of this Deed or of any document, agreement or arrangement relating to the Collateral.

18.2 Stamp taxes

The Chargor will pay all stamp and other duties and taxes, if any, to which this Deed may be subject or give rise and shall indemnify the Lender and keep the Lender indemnified against any and all liabilities with respect to or resulting from any delay or omission on the part of the Chargor in paying any such duties or taxes.

19. Non-release provisions

19.1 Waiver of defences

The obligations and liabilities of the Chargor under this Deed and this Security will not be affected by an act, omission or thing (whether or not known to it or the Lender) which, but for this Clause, would reduce, release or prejudice any of such obligations and liabilities or Security including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over property of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amalgamation, merger or reconstruction of the Lender with any other person or any sale or transfer of the whole or any part of the assets of the Lender to any other person;
- (g) the existence of any claim, set-off or other rights which any other person may have at any time against the Lender, whether in connection with the Finance Documents or otherwise;
- (h) any novation, amendment (however fundamental) or replacement of a Finance Document or any other document or Security;
- (i) any obligation of any person under any Finance Document or any other document or Security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or

- (j) any insolvency or similar proceedings.

19.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before enforcing this Security. This waiver applies irrespective of any law or any provision of any document to the contrary.

19.3 Appropriations

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 16 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any moneys received from the Chargor for or on account of the Secured Obligations.

19.4 Deferral of Chargor's rights

Until the expiry of the Security Period and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of the enforcement of this Deed:

- (a) to be indemnified by, or to claim any contribution from, any other person in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;
- (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under this Deed or of any guarantee or other Security taken by the Lender;
- (c) to bring legal or other proceedings for an order requiring any other person to make any payment, or perform any obligation, in respect of which the Chargor has given Security under this Deed;
- (d) to exercise any right of set-off against the Borrower or any other person;
- (e) to exercise any right of quasi-retainer or other analogous equitable right; and/or
- (f) to claim or prove as a creditor of the Chargor in competition with the Lender.

19.5 Turnover

If the Chargor receives any benefit, payment or distribution in relation to the rights referred to in Clause 19.4 (*Deferral of Chargor's rights*) it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Obligations to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in or towards discharge of the Secured Obligations.

19.6 Indemnity

The Chargor agrees as a primary obligor to indemnify the Lender immediately on demand against any loss, cost or liability suffered by the Lender if the Secured Obligations or any actual or

purported agreement, arrangement or instruction relating to the Secured Obligations or purporting to create or evidence any indebtedness or other liability of the Chargor to the Lender is or becomes invalid, unenforceable or illegal, irrespective of whether the reason for such invalidity, unenforceability or illegality was or ought to have been known to the Lender.

20. Communications

20.1 Notices

Any notice, demand or other communication under this Deed may be given in accordance with the provisions of the Credit Agreement.

20.2 English language

Any notice given under or in connection with this Deed must be in English.

21. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

22. Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

23. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "Dispute").
- (b) The Lender and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither of them will argue to the contrary.
- (c) This Clause 23 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

Schedule 1

Description of Construction Contracts

A standard building contract in JCT 2016 form dated the 19th October 2020 and made between the Chargor (1) and Hall Park Construction Limited (2) for the demolition of existing commercial units and new build construction of 34 Apartments, car parking and amenity space at 341, 343, 345 and 347 London Road, Hadleigh, Benfleet SS7 2BT at a contract sum of £4,558,550.

Schedule 2

Notice of Assignment

To: Hall Park Construction Limited

From: Bells Residential Ltd (the "Chargor")

We give you notice that by an assignment (the "Assignment") dated 2021 we assigned to Business Lending Residential Funding 3 Limited (the "Lender") the benefit of and all our respective rights, titles and interests in a standard building contract in JCT 2016 form dated the 19th October 2020 and made between the Chargor (1) and Hall Park Construction Limited (2) for the demolition of existing commercial units and new build construction of 34 Apartments, car parking and amenity space at 341, 343, 345 and 347 London Road, Hadleigh, Benfleet SS7 2BT at a contract sum of £4,558,550 ("Construction Document").

We confirm that until the Lender otherwise determines and gives notice to you, you may continue to deal with the Chargor, but (1) the Chargor shall not have power to agree any amendments to the Construction Document without the prior written consent of the Lender; and (2) if so required by the Lender all sums payable to the Chargor under the Construction Document shall be paid direct to the Lender.

.....
[Director, for and on behalf of Bells Residential Ltd

To: Bells Residential Ltd

2021

We acknowledge receipt of this notice and confirm our consent to the Assignment. We confirm that we have not previously received any notice of any other assignment of the interest of the Chargor in the Construction Document and sums falling due under them and that if so required by the Lender we shall remit all sums payable to the Chargor under the Construction Document or otherwise to the Lender.

.....
for and on behalf of Hall Park Construction Limited

SIGNATORIES

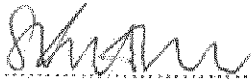
The Chargor:

EXECUTED as a **DEED** by **BELLS RESIDENTIAL LTD** acting by
a director in the presence of:



Signature of director

Signature of witness



Print name

Sarah Fitcher

Address

Partner

Tolhurst Fisher

Trafalgar House

Nelson Street

Southend on Sea

Occupation

Solicitor

SSI HEF

01702 352511