



Registration of a Charge

Company name: **UTILEC PROPERTIES LIMITED**

Company number: **03293722**



X7A11UAY

Received for Electronic Filing: **19/07/2018**

Details of Charge

Date of creation: **13/07/2018**

Charge code: **0329 3722 0013**

Persons entitled: **COMBINED COUNTIES PROPERTIES LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS OLD TOWN HALL, HIGH STREET, SHOREHAM-BY-SEA, BN43 5DD AS THE SAME IS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WSX49611.**

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: **HELEN WOOD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3293722

Charge code: 0329 3722 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2018 and created by UTILEC PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2018 .

Given at Companies House, Cardiff on 23rd July 2018

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**

LEGAL CHARGE is made the 13th day of July 2018

BETWEEN

Combined Counties Properties Limited (Co.Regn.No.:01359176) whose registered address is Coldunell House, Dawes Court, High Street, Esher, Surrey, KT10 9QD. ("the Mortgagee") of the one part and

Utilec Properties Limited (Co.Regn.No.:03293722) whose registered address is at Patcham Place, London Road, Patcham, Brighton, BN18YD. ("the Mortgagor") of the other part

NOW THIS DEED WITNESSETH as follows:-

IN THIS CHARGE words not expressly defined herein shall have the meanings attributed to them in a Facility Letter of 12 July 2018 addressed to Peter Fleming Jackson McDonnell, Christopher Patrick Owen Gargan & Mark Anthony Ratcliffe from the Mortgagee (hereinafter "the Facility Letter") which the same is repeated herein mutatis mutandis.

Covenant to pay

1. The Mortgagor covenants to pay and discharge to the Mortgagee all monies obligations and liabilities whether principal interest or otherwise which may now or upon demand or at any time in the future be due owing or incurred by the Mortgagor to the Mortgagee whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that the interest shall be calculated and charged under the terms of the Facility Letter or at such other interest rate as shall be applicable from time to time in accordance with the terms of any agreement subsisting between the Mortgagor and the Mortgagee.
2. The Mortgagor with full Title guarantee hereby charges by way of Second Legal Mortgage all of the Property described in the First Schedule hereto (the "Property") to the Mortgagee to secure all monies and liabilities (including further advances made hereafter by the Mortgagee and secured directly or indirectly) whether certain or contingent which now or at any time hereafter may be due owing or incurred from or by the Mortgagor to the Mortgagee together with interest on all such monies or liabilities until the date of repayment at such rate as specified in the Facility Letter hereto or at such other interest rate as shall be applicable from time to time in accordance with the terms of any agreement subsisting between the Mortgagor and the Mortgagee and other costs charges and expenses incurred by the Mortgagee pursuant to or in relation to the security or enforcing the security hereby created.

3. If the Mortgagor shall pay to the Mortgagee all monies secured hereunder in accordance with the covenants herein contained the Mortgagee will at the request and cost of the Mortgagor duly discharge this security.
4. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor shall at all times during the continuance of this security:-
 - (1) Pay all rents rates taxes levies assessments impositions and outgoings whether government municipal or otherwise upon or payable in respect of the Property or any part thereof as and when the same shall become payable.
 - (2) Keep all buildings fixtures and fittings and other Property now or for the time being comprised in or subject to this security in good and substantial repair (allowing all persons authorised by the Mortgagee to enter and view the state of repair of the same at all reasonable times without the Mortgagee becoming liable to account as Mortgagee in possession).
 - (3) Keep the Property insured at all times against loss or damage by fire and any other usual risk for the full reinstatement value thereof (together with Architects Surveyors and other requisite professional advisors fees in relation to the reinstatement of the Property) and will arrange for the Mortgagee's interest to be noted on the policy or policies of insurance and will at the request of the Mortgagee but at the cost of the Mortgagor produce copies of the policy or policies of such insurance and the premium receipt.
 - (4) Perform all restrictive and other covenants all building regulations and all restrictions conditions and stipulations (if any) for the time being affecting the Property or the mode of user or enjoyment of the same or any part thereof and will at all times keep the Mortgagee indemnified against any breach non-observance and non-performance of the same or any of them and against all resulting damages liabilities and expenses.
 - (5) Execute and carry out at the expense of the Mortgagor all works and other things of whatever nature as may now or at any time during the continuance of this security be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part thereof or by the owner or occupier thereof.
 - (6) Obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Mortgagor on the Property or any part thereof or of any user thereof during the continuance of this security.

- (7) Not pull down or remove any building on the Property or any fixtures attached to the same nor make or cause or permit to be made any alterations in or addition to the Property nor carry out any development or change of user on the Property within the meaning of any legislation for the time being relating to Town and Country planning nor cause or permit any application to be made for any licence or consent for or in connection with any of the foregoing matters without the previous consent in writing of the Mortgagee.
- (8) Not without the previous consent in writing of the Mortgagee such consent not to be unreasonably withheld or delayed) make any election serve any notice or take any other steps or proceedings in relation to or in connection with the Property under or for the purpose of any statutory enactment's or public or local regulations or bye-laws.
- (9) Within seven days of the service of any notice direction permission proposal or other instruments given made or issued under or by virtue of any legislation for the time being relating to Town and Country planning or otherwise affecting or capable of affecting the Property or the Mortgagee's interest therein will give full particulars thereof to the Mortgagee and without delay will comply with the same or if the Mortgagee so requires in writing will if appropriate in conjunction with the Mortgagee but at the expense in all respects of the Mortgagor object to consent or otherwise respond to the same.
- (10) Not without the previous consent in writing of the Mortgagee cause or permit any person to be registered under the Land Registration Acts 1925-1986 or any substituted statutory provisions as the proprietor of the Property or any part thereof and the costs incurred by the Mortgagee from entering from time to time a caution against registration of the Property shall be deemed to be costs properly incurred by the Mortgagee under this Mortgage.
- (11) Not without the previous consent in writing of the Mortgagee exercise the power of leasing or agree to lease or of accepting surrenders of leases conferred on a Mortgagor in possession by the Law of Property Act 1925 ("the Act") nor otherwise grant or agree to grant any lease or tenancy of the Property or any part thereof nor confer upon any person any contractual licence right or interest to occupy the Property or any part thereof.
- (12) Not without the previous consent in writing of the Mortgagee create any further charges against the Property.

5. **IT IS HEREBY AGREED AND DECLARED** as follows:

- (1) For the purpose of S.101 of the Law of Property Act 1925 the monies hereby secured shall be deemed to have become due on the execution of this deed.
- (2) Section 103 of the Act shall not apply to this security and the statutory powers of sale and of appointing a Receiver provided for by the Act (as hereinafter extended) shall be exercisable at any time after the execution of this deed.
- (3) On any sale under the said statutory powers of sale the Mortgagee may:-
 - (a) Sell fixtures either together with or detached from the remainder of the Property and may sell the Property or any part thereof either as a whole or in lots and either outright or by way of lease or underlease whether at a premium or otherwise and for such terms and upon such conditions as the Mortgagee may in his uncontrolled discretion think fit and the Mortgagee may affect any such sale either by public auction or private contract in such manner and for such consideration as the Mortgagee shall think fit and either for a lump sum or for a sum payable by installments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper and full power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid or any of them to execute and do all such acts as the Mortgagee shall think fit;
 - (b) Charge new rent charges exclusively on the land conveyed and apportion existing rent charges or charge them exclusively either on land sold or land retained as the Mortgagee may think fit
- (4) (a) Any receiver appointed pursuant to the provisions of the Act or this Deed shall be deemed to be the agent of the Mortgagor who shall be solely responsible for his acts or defaults whether such acts or default purport to be done or made under any of the powers and authorities delegated to him as aforesaid or otherwise but in case nevertheless the Mortgagee shall be required to indemnify him the cost of so doing shall be borne by the Mortgagor;

- (b) The Mortgagee may in addition to the powers conferred on a receiver by the Act by writing delegate to any Receiver appointed by the Mortgagee such powers and authorities as the Mortgagee thinks fit and as though the Mortgagee was absolute owner of the Property including (but without prejudice to the generality of the foregoing words) any or all of the powers or authority conferred on the Mortgagee by this Deed or by the Act;
 - (c) Section 109(8) (iv) of the Act shall apply as if it read "in payment of the monies (whether for interest or otherwise) in arrear or accruing due under the mortgage".
- (5) If the Mortgagor shall at any time default or be in breach of their covenants and obligations hereunder:-
 - (a) It shall be lawful for but not obligatory upon the Mortgagee to perform the same and pay all costs and damages occasioned by such default or breach with power in the case of the failure by the Mortgagor to keep the buildings or fixtures and fittings situate on the Property in good and substantial repair to enter upon the Property without becoming liable to account as Mortgagee in possession;
 - (b) In addition to the powers of leasing conferred on it by the Act the Mortgagee may without being required or deemed to be a mortgagee in possession of the Property and subject to the consent of any prior mortgagee let the same or any part thereof to any tenant either from year to year or by way of lease or otherwise with or without a fine or premium and at such rent for such term of years or other period and upon and subject to such terms and conditions as the Mortgagee thinks fit and may accept surrenders of any lease or tenancy or make allowances to and re-arrangements with any tenants or occupiers of the Property or any part thereof by whom rents and profits thereof may be payable;
 - (c) The Mortgagee may complete any building in the course of erection on the Property and do any repairs and make structural alterations and improvements in or to the building on the Property or any part thereof and do such other things as the Mortgagee may think desirable for increasing the market value of the Property but without the Mortgagee being under any duty to expend any money on the Property or being deemed a Mortgagee in possession by reason of the exercise of any power conferred by this subclause AND all monies expended by the Mortgagee for any such purpose including Architects' Surveyors' consulting engineers' and other professional advisors costs and expenses shall be deemed to be

costs and expenses properly incurred by the Mortgagee under this mortgage with interest thereon from the time of the same having been expended or incurred shall on demand be repaid to the Mortgagee by the Mortgagor and until such repayment shall be charged upon the Property **PROVIDED** that the charge hereby conferred shall be in addition to and without prejudice to any and every other remedy lien or security which the Mortgagee may or but for the said charge would have for the recovery of the monies thereby secured or any part thereof.

- (6) All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property or any part thereof shall if the Mortgagee so requires (but subject to the rights of any prior mortgagee) be applied in making good the loss or damage or in or alternatively towards the discharge of the money for the time being owing on this security.
 - (7) At any time after taking possession of the Property or appointing a Receiver the Mortgagee may give up possession or remove the Receiver on giving notice to the Mortgagor.
 - (8) Any costs charges or expenses incurred by the Mortgagee in or about the exercise of any of his statutory powers or any of the other powers conferred by this Deed consequent upon non-payment of any of the sums due payable hereunder or the breach of any covenants or stipulation by the Mortgagor shall be repaid by the Mortgagor to the Mortgagee on demand with interest thereon from the time of the same having been incurred and until such payment of such costs charges or expenses and interest the same shall be charged upon the Property.
- 6 The Mortgagor shall from time to time and at all times execute and do all such acts deeds assurances and things as the Mortgagee may reasonably require for perfecting the security intended to be created by this deed and for facilitating the realisation of the Property and the exercise by the Mortgagee or any receiver of all powers authorities and discretion conferred on them by or under the statutory provisions of this Deed and in particular shall execute all transfers conveyances assignments and assurance whether to the Mortgagee or his nominees and shall give all notices orders and directions which the Mortgagee may think expedient.
- 7 The Mortgagor hereby irrevocably appoints the Mortgagee and any person nominated in writing by the Mortgagee including every Receiver appointed under or pursuant to the provisions of the Act or this Deed jointly and also severally their Attorney or Attorneys for the Mortgagor and in their name and on behalf and as the Mortgagor's act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purposes of this Deed.

- 8 Nothing herein contained shall prejudice or affect any lien to which the Mortgagee is by law entitled or any other securities the Mortgagee may at any time hold for any money hereby secured or any right or remedy of the Mortgagee thereunder.
- 9 The rights of the Mortgagee under this Deed shall not be prejudiced or affected by notice of any present or future financial arrangement between the Mortgagor and any third party and where under any such arrangement any payment is to be made by a third party to the Mortgagee or his nominees for or on account of the Mortgagor the Mortgagee may at his discretion give to such third party time for payment or otherwise vary any term of the said arrangement so far as it affects the Mortgagee and neither such giving of time nor any variation shall prejudice or affect the rights of the Mortgagee against the Mortgagor under this Deed.
- 10 The Mortgagor and the Mortgagee hereby apply to the registrar for a restriction in the following terms to be entered on the register of the Mortgagor's Title relating to the premises hereby charged:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 13 July 2018 in favour of *Combined Counties Properties Ltd* referred to in the charges register".

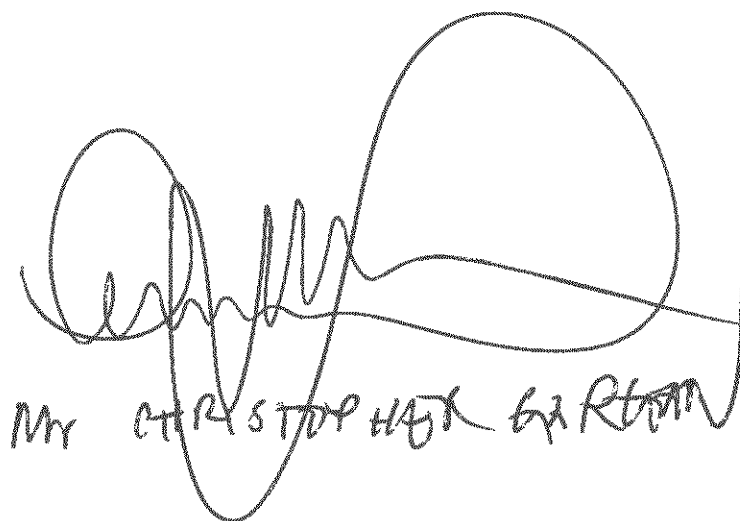
IN WITNESS whereof the Mortgagor has executed this instrument as their Deed in the presence of the person mentioned below

THE FIRST SCHEDULE above referred to
(The Property)

Means all that freehold property known as Old Town Hall, High Street, Shoreham-By-Sea, BN43 5DD as the same is registered at HM Land Registry under title number WSX49611.

EXECUTED AS A DEED by
UTILEC PROPERTIES LIMITED
Acting by

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)
)


Mr CHRISTOPHER GARTON

A Director

Witness Signature:



Name:

DAVID BAYNON CROSBY

Address:

Crosby & Woods Solicitors
Sussex House
75 Church Road
HOVE
BN3 2BB

I confirm that I am a Solicitor/~~Licensed Conveyancer~~/Legal Executive and that prior to the execution of this Deed I explained its nature content and effect and the practical implications of signing it to the mortgagees director of Utilec Properties Limited and that he informed me that he wished to proceed with the transaction.

