



Registration of a Charge

Company name: **WESTBROOKE DEVELOPMENTS LIMITED**

Company number: **00406506**



X82OA9WZ

Received for Electronic Filing: **04/04/2019**

Details of Charge

Date of creation: **25/03/2019**

Charge code: **0040 6506 0012**

Persons entitled: **MATTHEW JOHN CHEAL**

Brief description: **FREEHOLD INTEREST OF CHESTER LODGE (WSX63853), CORVILLE COURT (WSX36689), HARDWICKE LODGE (WSX278296), MILL HOUSE GARDENS (WSX76018), ST BOTOLPHS MEWS (WSX51885), WADHURST COURT (SX124444), WAKEHURST COURT (WSX281825), WARNHAM COURT (WSX282435), WAVERLEY COURT (WSX1966), WESSEX COURT (WSX87834), WESTMEAD GARDENS (WSX78242, WSX62166, WSX71969), WINDLESHAM COURT (WSX279939), WISBOROUGH COURT (SX15735) AND WISLEY COURT (WSX12700)**

Contains floating 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: **GEMMA LAWRENCE, BENNETT GRIFFIN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 406506

Charge code: 0040 6506 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2019 and created by WESTBROOKE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2019 .

Given at Companies House, Cardiff on 5th April 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**

Dated

25th March

2019

Westbrooke Developments Limited (1)

and

Matthew John Cheal (2)

Legal Charge over freehold properties



bennettgriffin
SOLICITORS AND NOTARIES

THIS LEGAL CHARGE is made the 25th day of March 2019

BETWEEN

- (1) **WESTBROOKE DEVELOPMENTS LIMITED** (Company Registration No. 406506) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR ("**the Borrower**" which expressions shall where the context so admits include the person for the time being entitled to redeem this security) and
- (2) **MATTHEW JOHN CHEAL** of C/O Home Farm House, 63 Ferringham Lane, Ferring, West Sussex BN12 5LL ("**the Lender**" which expression shall where the context so admits include its successors in title and assigns)

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS

In this charge unless there is something in the subject or context inconsistent with the following definitions:

- 1.1 "**the Act**": means the Law of Property Act 1925
- 1.2 "**the Leases**": means the long lease or leases of any individual dwellings and associated areas such as parking spaces, garages or storage areas as have from time to time be granted by the Borrower out of the Mortgaged Premises.
- 1.3 "**the Mortgaged Premises**": means the freehold interest in the properties referred to in the schedule below and all fixtures and fittings in or about the Landlord's retained parts of the same and all and every interest in them or in the proceeds of sale of them which the Borrower may charge at law or in equity
- 1.4 "**Secured Sums**": means all money and liabilities which shall for the time being be due, owing or incurred to the Lender by the Borrower whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including sums becoming due under this charge together with interest at the rate of 4% above the base rate for the time being of National Westminster Bank Plc.

2 COVENANT TO PAY

The Borrower covenants with the Lender that as and when the Secured Sums or any part of them are due for payment the Borrower shall pay to the Lender the Secured Sums or as the case may be the part of them due to be paid.

3 CHARGE

- 3.1 The Borrower as beneficial owner charges by way of legal mortgage the Mortgaged Premises as a continuing security to the Lender with the payment of all money covenanted to be paid by the Borrower under this charge.
- 3.2 If the Borrower is a company incorporated under the Companies Act 1985 the Borrower also charges by way of floating security all moveable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used in or about the Mortgaged Premises with the payment of all money covenanted to be paid by the Borrower under this charge and the definition of the Mortgaged Premises shall be construed accordingly.

4 COVENANTS BY MORTGAGOR

The Borrower covenants with the Lender that the Borrower shall:

4.1 Repair

Keep the Mortgaged Premises in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Mortgaged Premises when they become obsolete, worn out or destroyed to the extent required by the applicable Leases.

4.2 Payment of outgoings

Pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever whether governmental, municipal or otherwise which may be imposed upon or payable in respect of the Mortgaged Premises as and when the same shall become payable and on demand to produce the receipt for such payments.

4.3 Lender's right of inspection

Permit the Lender (to the extent permitted by the applicable Leases and in accordance with any notice and other requirements in those Leases) to enter upon all buildings, erections or structures forming part of the Mortgaged Premises (without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of the same.

4.4 Not to alter the buildings etc.

Not without the previous consent in writing of the Lender nor otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part of the Mortgaged Premises or put up or erect any new buildings.

4.5 To observe covenants and comply with notices

- 4.5.1 Observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which the Mortgaged Premises are held by the Borrower and enforce observance and performance of the landlord's covenants in any such lease.
- 4.5.2 Observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which the Borrower is the Landlord of the Mortgaged Premises and enforce observance and performance of the tenant's covenants in any such lease.

4.6 Insurance

Insure and keep insured in the joint names of the Borrower and the Lender such of the Mortgaged Premises as are of an insurable nature against loss or damage to their full insurable value in a manner approved by the Lender and if so required deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under such policy.

4.7 Proceeds from insurance claims

Procure that all money payable under any insurance in respect of loss or damage to the Mortgaged Premises whether effected or maintained pursuant to the covenants contained in this charge or otherwise shall be paid as required by the Leases and thereafter to the Lender or if the same shall be paid to the Borrower hold all money received on trust in accordance with the requirements of the Leases and for the Lender to be applied in making good the loss or damage in respect of which the money is received or if the Lender shall so require in or towards the discharge of the Secured Sums.

4.8 To observe terms of conveyances etc.

Observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Mortgaged Premises and binding upon the Borrower.

4.9 To observe Acts of Parliament

Observe any and every enactment (which expression in this clause includes as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the Mortgaged Premises or any development or the use of the Mortgaged Premises for any purpose or the employment of persons in the Mortgaged Premises and execute all works and provide and maintain all arrangements which by any authorised person, authority or body are or may be recommended, directed or required to be executed, provided or maintained at any time.

4.10 Not to create other mortgages etc.

Not create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or security interest in the Mortgaged Premises other than this security and the charges of the same date and format hereof in favour of Ian Reginald Cheal, Benjamin James Cheal and Jonathan Ian Cheal.

4.11 Not to sell etc. mortgaged premises

Not sell or dispose of the Mortgaged Premises or any estate or interest in them or share or part with possession or occupation of them.

4.12 To perfect security

Execute and do all such assurances and things as the Lender may require for perfecting this security or preserving the Mortgaged Premises or for facilitating the realisation of the Mortgaged Premises in such manner as the Lender may think fit and shall direct and for exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it.

4.13 To pay all costs etc.

Pay on demand on the footing of a full indemnity by the Borrower from and against the same all costs, charges and expenses (whether in the nature of income or capital) incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute or which they or either of them shall incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or

attempted preservation of this security or of the Mortgaged Premises and the remuneration of any receiver.

5 STATUTORY POWERS

- 5.1 The statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser (as defined in Section 205 of the Act) or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge.
- 5.2 The Borrower shall not, without the proper written consent of the Lender, which consent in the case of clause 5.2.4 is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:
- 5.2.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under Sections 99 or 100 of the LPA 1925; or
- 5.2.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- 5.2.3 let any person into occupation of or share occupation of the whole or any part of the Property; or
- 5.2.4 grant any consent or licence under any lease or licence affecting the Property.

6 ENFORCEMENT OF SECURITY

- 6.1 Section 103 of the Act shall not apply to this security and failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Borrower's part contained in this charge this security shall become enforceable and the powers conferred upon the Lender by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Premises.
- 6.2 At any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Lender to be in danger of being taken in

execution by any creditor of the Borrower or to be otherwise in jeopardy the Lender may by writing and without notice to the Borrower appoint any person to be receiver of the Mortgaged Premises or any part of them and may in like manner remove any such receiver whether or not appointing another in his place and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed. None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply. Any receiver so appointed shall in addition to the powers conferred by the Act have power at his discretion to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned:

- 6.2.1 To take possession of, collect and get in the Mortgaged Premises of any part of them;
- 6.2.2 To repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Mortgaged Premises or any part of them or to acquire by purchase, lease or otherwise any further property assets or rights;
- 6.2.3 To dispose or concur in disposing or to let or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Premises and in particular (but without prejudice to the generality of the above) to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise;
- 6.2.4 To exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Mortgaged Premises;
- 6.2.5 To make any arrangement or compromise in respect of the rights of the Borrower;
- 6.2.6 To appoint, employ or dismiss managers, officers, contractors or agents;
- 6.2.7 To raise or borrow money upon the security of the Mortgaged Premises from the Lender or otherwise;
- 6.2.8 To retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him;
- 6.2.9 To do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers;

- 6.2.10 To do anything in relation to the Mortgaged Premises as he could do if he were absolutely entitled to them.

Such receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Borrower and the Borrower shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

- 6.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it the Lender may at its discretion and without being responsible for any loss or damage which may arise in that connection and without any consent by the Borrower exercise any power which a receiver appointed by it could exercise.

- 6.4 Where the Mortgaged Premises or any part of them may be sold by the Lender or any receiver appointed by it they may be sold either together or in parcels and either by public auction or private contract and either for a lump sum or a sum payable by instalments or a sum on account and a mortgage or charge for the balance and with power upon any sale to make any special or other stipulations as to title or otherwise which the Lender or the receiver may consider expedient and with power to buy in or rescind or vary any contract for sale and any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in such company or of any other company and may be for such consideration as the Lender or the receiver (as the case may be) considers sufficient.

7 MONEY ARISING ON ENFORCEMENT OF SECURITY

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:

- 7.1 In payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Mortgaged Premises including the remuneration of any receiver
- 7.2 In payment of the interest remaining unpaid
- 7.3 In payment of all principal money premiums or other sums comprised in the Secured Sums

and any other surplus may be paid to the person so entitled **PROVIDED** that if the Lender shall so determine payments may be made on account of such principal premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid but such alteration in the order of payment or principal premium any other sums and interest shall not prejudice the right of the Lender to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount which the sum ultimately realised from security may be sufficient to pay.

8 POWER OF ATTORNEY

The Borrower irrevocably and by way of security appoints each of them the Lender and any person nominated for the purpose by the mortgagee in writing by the Lender (including every receiver appointed by it) severally as attorney of the Borrower for the Borrower and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertakings and provisions contained in this charge or which may be required or deemed proper in the exercise of any rights or powers under this charge or otherwise for the purposes of this security and the Borrower covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney as specified above.

9 LIABILITY OF MORTGAGEE OR RECEIVER

Neither the Lender nor any receiver appointed by the Lender shall by reason of the Lender or any such receiver entering into possession of the Mortgaged Premises or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

10 PERSONS DEALING WITH MORTGAGEE OR RECEIVER

No person dealing with the Lender or any receiver appointed by it or with its or his attorney or agent shall be concerned, bound or entitled to enquire or be affected by notice as to whether this security has become enforceable or whether any power exercised or purported to be exercised by it or him has become exercisable or as to the propriety, regularity or purpose of the exercise of any power under this charge or whether any money remains due on the security of this charge or as to the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and

from being concerned to see the application or being answerable for the loss or misapplication of such money.

11 CONTINUING SECURITY

- 11.1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums.
- 11.2 The Lender may on receiving notice that the Borrower has incumbered the Mortgaged Premises close any account with the Borrower and open a new account and (without prejudice to any right of the Lender to combine accounts) no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account.
- 11.3 If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Borrower shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender at the time when it received such notice.

12 DEFAULT BY MORTGAGOR

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due if default shall at any time be made by the Borrower in the performance of all or any of the covenants contained in this charge it shall be lawful but not obligatory for the Lender to perform the same or to settle, liquidate or compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result and with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgages Premises without being deemed in any of the above events to be mortgagee in possession by reason of such entry.

13 INDULGENCE

The Lender may at any time or times without discharging or in any way prejudicing this security or any remedy of Lender under this charge grant to the Borrower or to any

other person time or indulgence or further credit or loans or advances or enter into any arrangements or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights which it may now or subsequently have from or against the Mortgage or another person.

14 DEMANDS AND NOTICES

A demand or notice under this charge shall be made in writing signed by the Lender and may be served on the Borrower either personally or by post. A demand or notice by post may be addressed to the Borrower at his address (or at its registered office in the case of a company) or place of business last known to the Lender and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered.

15 REPRESENTATION AND WARRANTY

The Borrower represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge mortgage lease loan facility or other agreement.

16 PRIORITY

The Lender agrees that the charge contained in this deed shall rank pari passu with seven other charges of the Mortgaged Premises of even date with this charge and made between the Borrower and Ian Reginald Cheal, Benjamin James Cheal and Jonathan Ian Cheal and that none of the charges shall have any priority over the others in whatsoever order and upon whatsoever date they are registered.

17 CONSENT TO SALE OR LEASE OF PART

The Lender shall upon request and without delay provide the Borrower with a form of consent to lease or at the Lender's discretion Form DS3 in order that the Borrower may complete the sale of any apartment forming part of any development on each Mortgaged Premises.

IN WITNESS whereof the Borrower and the Lender have executed this deed the day and year first before written.

SCHEDULE

The freehold interest in Chester Lodge, 26 Lansdowne Road, Worthing, West Sussex BN11 4NF registered at HM Land Registry with title absolute with Title Number WSX63853

The freehold interest in Corville Court, 29 Shelley Road, Worthing, West Sussex BN11 4DF registered at HM Land Registry with title absolute with Title Number WSX36689

The freehold interest in Hardwicke Lodge, Tennyson Road, Worthing, West Sussex BN11 4BU registered at HM Land Registry with title absolute with Title Number WSX278296

The freehold interest in Mill House Gardens, Worthing, West Sussex BN11 4NE registered at HM Land Registry with title absolute with Title Number WSX76018

The freehold interest in St. Botolphs Mews, Manor Road, Worthing, West Sussex BN11 4SE registered at HM Land Registry with title absolute with Title Number WSX51885

The freehold interest in Wadhurst Court, Downview Road, Worthing, West Sussex BN11 4QX registered at HM Land Registry with title absolute with Title Number SX124444

The freehold interest in Wakehurst Court, St. Georges Road, Worthing, West Sussex BN11 2DJ registered at HM Land Registry with title absolute with Title Number WSX281825

The freehold interest in Warnham Court, Chester Avenue, Lancing BN15 8PB registered at HM Land Registry with title absolute with Title Number WSX282435

The freehold interest in Waverley Court, Rowlands Road, Worthing BN11 3JD registered at HM Land Registry with title absolute with Title Number WSX1966

The freehold interest in Wessex Court, Tennyson Road, Worthing, West Sussex BN11 4BP registered at HM Land Registry with title absolute with Title Number WSX87834

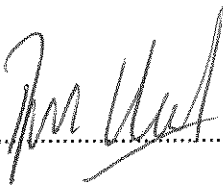
The freehold interest in Westmead Gardens, West Avenue, Worthing BN11 5LP registered at HM Land Registry with title absolute with Title Numbers WSX78242, WSX62166 & WSX71969

The freehold interest in Windlesham Court, 48A Grand Avenue, Worthing BN11 5AE registered at HM Land Registry with title absolute with Title Number WSX279939

The freehold interest in Wisborough Court, Littlehampton Road, Worthing BN13 1RG registered at HM Land Registry with title absolute with Title Number SX15735

The freehold interest in Wisley Court, West Avenue, Worthing BN11 5LY registered at HM Land Registry with title absolute with Title Number WSX12700

EXECUTED as a DEED by
**WESTBROOKE
DEVELOPMENTS LIMITED**
acting by a director:


.....

in the presence of:


.....

Witness signature:

EMMA O'KEEFFE
.....

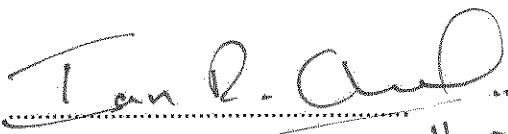
Print name:

17A BUCKINGHAM RD
.....

Address:

WORTHING
.....

EXECUTED as a DEED by
MATTHEW JOHN CHEAL


.....
power of attorney
for Matthew Cheal

in the presence of:


.....

Witness signature:

EMMA O'KEEFFE
.....

Print name:

17A BUCKINGHAM RD
.....

Address:


WORTHING. BN11 1TH
.....

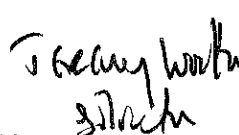
THIS POWER OF ATTORNEY is granted on the Sixth day of August 2014

Matthew 65 Archel Road
1. I John Chal of London W14 9QL appoint Ian Reginald of Home Farm House to
be my attorney for the following purposes:- Chal 63 Ferningham Lane
Ferring, W. Sussex BN12 5LL

- (a) to manage all my land and buildings, and for that purpose to grant tenancies and licences, accept tenancies, collect rents and other payments, enforce tenancy and licence terms, comply with statutory obligations, contract for services and supplies, and pay all outgoings;
- (b) to buy, sell, exchange, charge, encumber, or create or accept any legal or equitable interest in, land of any tenure;
- (c) to buy, sell and exchange stocks, shares, debentures and other forms of investment dealt with on the International Stock Exchange and to exercise all my rights as owner of those investments, including appointing proxies to attend and vote at meetings on my behalf;
- (d) to carry on any business of mine and for that purpose to occupy and use my business premises, buy and sell stock, give credit, employ staff, comply with statutory requirements, advertise, and enter into and comply with obligations for administering the business;
- (e) to sell any of my goods and to buy clothes, accessories, furniture, household goods, motor vehicles and other articles for my use;
- (f) to open in my name one or more bank accounts of any type and to operate them by depositing, withdrawing and transferring money, and authorising payments direct to the accounts of other people and to operate any existing bank account or form of investment which is held in my name either solely or jointly with another person;
- (g) to borrow money on my behalf from such persons and on such terms, as to interest, repayment and security on my property, as my attorney decides;
- (h) to mortgage, charge, pledge, create a lien over, deliver as security, or deposit the title deeds of, all or any of my property;
- (i) to make contracts in my name and to sign, seal and deliver in my name and on my behalf any deed affecting my property or interests, whether or not a deed is necessary in the circumstances;
- (j) to take, defend, accept service of, and take steps in any legal or arbitration proceedings on my behalf, including applying for or concurring in the appointment of an arbitrator, and for that purpose to appear and instruct solicitors and counsel in any court, tribunal or arbitration;
- (k) to agree a compromise or settlement of any claim made by or against me, and the terms on which any litigation or arbitration proceedings are to be settled;
- (l) to accept payment of any money due to me and to give receipts on my behalf to discharge the debtors;
- (m) to make a proposal for, effect and maintain any policy of insurance against any risk to which I or my property or estate may be exposed;
- (n) to engage, commission, instruct, direct and discharge any contractor, adviser, broker or agent on my behalf for any purpose, agreeing their terms of engagement and paying them for the services;

We hereby certify
this to be a true copy
of the original


Bennett Griffin LLP
1 Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing


24/10/14

(o) to employ, give instructions and directions to and to discharge any employee to serve me, fixing his terms of employment, paying him and providing agreed benefits to him provided;

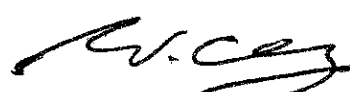
(p) to appoint in writing, with power to revoke any appointment without giving any reason, a substitute to act as my attorney in his stead under this power (but without the substitute having power to appoint a substitute in his turn) without my attorney having any liability for the acts of any substitute;

(q) generally to do all acts on my behalf which I may delegate to an attorney and to manage my affairs as fully as I may myself;

2. I undertake to ratify all acts done by my attorney under the authority of this power

IN WITNESS whereof the principal has executed this power of attorney as a deed the day and year first before written

Signed as a deed (but not delivered
until the date hereof) by the said

) Matthew John Cheal
)
)  6th August 2014

Witnessed by: R.D. Carter.

ROSEMARY DIANA CARTER