

MR01

Particulars of a charge

005255/23

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A fee is be payable with this form
Please see 'How to pay' on

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR0



A06

A63U7SSW

07/04/2017

#451

COMPANIES HOUSE

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



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

1 Company details

Company number 0 0 6 7 0 1 7 6

Company name in full Bellway Homes Limited

4391 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d7 m0 m3 y2 y0 y1 y7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Ernest Samuel Fawcner

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

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

Brief description

Freehold property at Byefield Farm, Fivefield Road, Keresley, Coventry registered at the Land Registry with title number WM542469.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X Ladders Solicitors LLP X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Ravinder Heer

Company name Lidders Solicitors LLP

Address Number Ten

Elm Court

Arden Street

Post town Stratford upon Avon

County/Region Warwickshire

Postcode C V 3 7 6 P A

Country UK

DX 16201 Stratford upon Avon

Telephone 01789 293259



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0439

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2017.

DX

Given at Companies House, Cardiff on 18th April 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated *17 March* 2017

BELLWAY HOMES LIMITED (1)

AND

ERNEST SAMUEL FAWKNER (2)

LEGAL CHARGE

relating to land at

Byefield Farm, Fivefield Road, Kerseley,
Coventry

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

Lodders Solicitors LLP

Lodders Solicitors LLP
Number Ten Elm Court Alden Street
Stratford upon Avon CV37 6PA



GOWLING WLG

Tel +44 (0)370 903 1000 Fax +44 (0)370 904 1099 mail@gowlingwlg.com www.gowlingwlg.com

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THIS LEGAL CHARGE by way of deed is made the

day of

2017

BETWEEN:

- (1) **BELLWAY HOMES LIMITED** (incorporated in England and Wales with Company Number: 00670176) registered office Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (the "Chargor")
- (2) **ERNEST SAMUEL FAWKNER** of Durham House Farm, Fivefield Road, Kerseley End, Coventry CV7 8JE (the "Chargee")

BACKGROUND

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to make a deferred payment to the Chargee.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions shall apply:

Act	the Law of Property Act 1925 (as amended);
Agreement	an agreement for the sale of the Property made between (1) the Chargee and (2) the Chargor dated 2017 17 March 2017
Charged Assets	all the existing and future assets, property, undertaking and other interests whatever and wherever charged by this Charge including the Property and including any rights of enforcement and references to the Charged Assets shall include all or part of them; <i>6046</i>
Deferred Payment	the instalment of the purchase price payable by the Chargor to the Chargee pursuant to clause 10 of the Agreement;
Delegate	any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate.
Dispose of	bears the meaning given to it under Section 205(1) Law of Property Act 1925 and disposition and Disposal shall be interpreted accordingly;
Dwelling	a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above garage(s), maisonette, cottage or other dwelling

constructed or to be constructed on the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and "Dwellings" shall be construed accordingly;

Event of Default	any event specified in Schedule 4;
Insurance Policy	each contract or policy of insurance effected or maintained by the Chargor from time to time in relation to the Property;
Material Adverse Effect	<p>a material adverse effect on:</p> <ul style="list-style-type: none">(a) the ability of the Chargor to perform and observe its obligations under this Charge or the Agreement; and(b) the validity or enforceability of, or the effectiveness or ranking of, the Security granted or purported to be granted pursuant to this Charge.
Permitted Disposition	<p>any of the following:</p> <ul style="list-style-type: none">(a) the Disposal dedication or adoption of any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure including for the avoidance of doubt any easement granted to a Relevant Authority; and/or(b) the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or(c) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or(d) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or(e) the grant of a Farm Business Tenancy Agreement pursuant to the Agreement

Planning Acts	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;
Planning Permission	any planning permission granted to the Chargor in respect of the development of the Property;
Property	<i>the property described in Schedule 1;</i>
Receiver	any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);
Relevant Authority	the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water;
Roadways	roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property;
Secured Sum	the Deferred Payment and all present and future monies, obligations and liabilities of the Chargor to the Chargee from time to time in respect of this Charge and the Agreement, together with all interest accruing in respect of those monies, obligations or liabilities;
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;
Security Period	the period commencing on the date of this Charge and ending on the date upon which the Secured Sums have been paid in full or where a Substitute Bond has been provided in accordance with Clause 3.2;
Service Media	includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas, electricity, water, electronic transmissions and similar

services now or in the future constructed on the Property;

Services

foul and surface water drainage, water, gas, electricity and telecommunications services;

Statutory Agreement

an agreement, obligation or undertaking to be made pursuant to all or any of the following:

Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a Relevant Authority;

Substitute Bond

the payment bond approved by the Chargee pursuant to clause 3.2;

VAT

value added tax or any equivalent tax chargeable in the UK or elsewhere;

Working Days

any day when banks in London are open for business other than a Saturday, or Sunday or public holiday in England and other days upon which the clearing banks to the City of London are not open for business.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears reference:
- (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
 - (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees

- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

2 COVENANT TO PAY AND PERFECT SECURITY

- 2.1 The Chargor covenants with the Chargee to pay the Secured Sum on the dates, and otherwise, in accordance with the Agreement and this Charge and if any part of the Secured Sum shall not be paid on the relevant due date the Chargor will pay interest (as well before as after any judgment) on the Secured Sum or so much thereof as shall for the time being remain unpaid at the rate of 5% above the base rate from time to time of the Bank of England.
- 2.2 The Chargor covenants with the Chargee promptly to execute and do all such assurances and things as the Chargee or any Receiver may require for creating, perfecting or protecting the security constituted by or intended to be created by this Charge or the rights granted or intended to be granted by it, facilitating the realisation of the Charged Assets and for facilitating the exercise of all rights, powers, authorities and discretions conferred by this Charge upon the Chargee or any Receiver including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged

Assets (whether to the Chargee or to its nominee), and the giving of any notice, order or direction and the making of any registration.

3 SECURITY

3.1 Subject to clause 3.2 and as continuing security for the payment and discharge of the Secured Sum the Chargor with full title guarantee charges to the Chargee:

- (a) by way of first legal mortgage,
 - (i) the Property together with the rights referred to and contained in the Agreement;
 - (ii) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time
 - (iii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property; and

PROVIDED THAT this Legal Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Legal Charge.

3.2 The Chargor:

- (a) may, at any time, submit to the Chargee a request that, at the cost of the Chargor, there be substituted for this Charge a bond issued in favour of the Chargee of no lesser value than the value of the Secured Sum then outstanding provided that such bond will be immediately released upon payment by the Chargor of the Secured Sum (the "Substitute Bond"); and
- (b) shall supply such information in relation to the proposed Substitute Bond as the Chargee shall require (acting reasonably) for the purpose of considering the Chargor's request. If the Chargee consents to the proposed substitution (such consent not to be unreasonably withheld or delayed) then, subject to receipt by the Chargee of the Substitute Bond the Property shall immediately be released from this Charge at the cost of the Chargor.

3.3 None of the provisions of this clause 3 shall be deemed to impose on the Chargee or imply on its part any obligation or other liability in relation to the Charged Assets.

3.4 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

4 CHARGOR'S COVENANTS

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

5 CHARGEES COVENANTS

The Chargee shall consent to any Permitted Disposition provided that:

- 5.1 the Chargor indemnifies the Chargee against all reasonable expenses and liabilities incurred by the Chargee arising out of any Statutory Agreement;
- 5.2 the Chargee is not liable to perform any covenants contained in the Statutory Agreement to the extent they relate to the Property unless and until it takes possession of the Property.

6 COVENANTS IN RESPECT OF THE AGREEMENT

The Chargor and the Chargee each covenant with the other to observe and perform their respective obligations in the Agreement in accordance with the terms of the Agreement, including in relation to the Secured Sum.

7 RESTRICTION ON DEALINGS

- 7.1 Other than by way of a Permitted Disposition the Chargor may not and covenants that it will not at any time without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):

- (a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property (to the extent it is then subject to the Security created by this Charge) during the Security Period;
- (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Charged Assets and notwithstanding Section 99 of the Act not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Charged Assets (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge PROVIDED THAT this shall not prevent the Chargor from contracting to sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any Trust in respect of, or grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of any Dwelling or Dwellings where such contract or other disposition (as aforesaid) does not permit the sale to be subject to this Charge;
- (c) otherwise deal with or dispose of all or any part of or any interest in the Property or the Charged Assets or contract or purport to do the same or suffer to arise any set-off or other third party right or rights in respect of all or any part of them.

- 7.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form NN to be registered against the title to the Property at the Land Registry to the effect that:

"No disposition of the registered estate or any part of it is to be registered by the proprietor of the registered estate is to be registered without a written consent signed by Ernest Samuel Fawcner And Jennifer Fawcner or a certificate signed by a conveyancer that the disposition is a Permitted Disposition as defined in the legal charge dated 17 March 2017 and made between (1) Bellway Homes Limited and (2) Ernest Samuel Fawcner".

8 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and gives the warranties set out in Schedule 3 to the Chargee on the date of this Charge and on each day of the Security Period with reference to the facts and circumstances existing at the time.

9 RIGHTS OF ENFORCEMENT

- 9.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.
- 9.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:
- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or *undischarged*;
 - (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
 - (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.
- 9.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.
- 9.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:
- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of any Charged Asset;
 - (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Charged Assets (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of any Charged Asset.
 - (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall

continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;

- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

9.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

10 CHARGEES' POWERS AND RIGHTS

- (a) At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 9 and Schedule 5 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.
- (b) The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

11 RELEASE AND CONSENT TO EASEMENTS

Release

- 11.1 The Chargee shall, at the request and cost of the Chargor, duly discharge from the security constituted by this Charge the Property subject to a Permitted Disposition and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 11.2 On the expiry of the Security Period, the Chargee shall, at the request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Charge and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

12 LIABILITY

- 12.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:
 - (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

(b) the Chargee renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

(c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor,

other than, in each case, the provision by the Chargor of a Substitute Bond.

13 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

14 INDEPENDENT SECURITY

Subject to the provision by the Chargor of a Substitute Bond. The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

15 COSTS AND INDEMNITY

(a) The Chargor shall, within two Working Days of demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any Delegate following the giving of notice after occurrence of an Event of Default in connection with:

(i) this Charge or the Charges Assets;

(ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; and

(iii) taking proceedings for, or recovering, any of the Secured Sums,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Agreement.

16 POWER OF ATTORNEY

16.1 By way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Charge.

- 16.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.
- 16.3 If the Chargor is in default of its obligations at clause 11 the Chargee is automatically appointed as the Chargor's attorney for the purpose of executing the necessary documents and the Chargor confirms that this power of attorney is given as security.
- 16.4 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

17 GENERAL PROVISIONS

- 17.1 Subject to the provision by the Chargor of a Substitute Bond neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise
- 17.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.
- 17.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.
- 17.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law
- 17.5 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.
- 17.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 17.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.
- 17.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision
- 17.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sum and shall constitute and be a

continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sum.

- 17.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next working day delivery service to [Include addresses [●]] or to any other address as is notified in writing by one party to the other from time to time.
- 17.11 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 17.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 17.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.
- 17.14 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed. Transmission of an executed counterpart of this Charge (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other format) shall take effect as delivery of an executed counterpart of this Charge. If such method of delivery is adopted, without prejudice to the validity of the Charge thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 17.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

The Chargee is not permitted to assign or otherwise transfer the benefit of this Charge,

DELIVERED as a DEED on the date of this document

SCHEDULE 1

Description of the Property

ALL THAT freehold property at Byefield Farm, Fivefield Road, Keresley, Coventry registered (as at the date hereof) at the Land Registry with title number WM542469

SCHEDULE 2

Chargor's Covenants

- 1 Not do or cause or permit to be done anything that may in any way depreciate, jeopardise or otherwise prejudice the Security created by this Charge or prejudice the value of the Property or any of the Charged Assets.
- 2 On reasonable written notice to give to the Chargee or the Chargee's solicitors such information as it or they shall reasonably require relating to the Charged Assets.
- 3 That no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in any Charged Asset nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 4 Promptly to advise the Chargee in writing on becoming aware of any representation or warranty set out in this Charge being materially incorrect or misleading when made or repeated, any breach of any covenant set out in this Charge and the occurrence of any Event of Default or any act, condition, circumstance or event which with the giving of notice and/or the lapse of time and/or the making of any determination and/or any combination of any of the foregoing and/or the fulfilment of any other requirements could become a breach of representation or warranty, a breach of covenant or an Event of Default.
- 5 To notify the Chargee immediately if the Chargor becomes aware that any person proposes to present a petition for an order of court or take any other step for the appointment of an administrator or liquidator.
- 6 Upon request by the Chargee to ensure that the Chargee, any Receiver and any officers, employees or other persons appointed or authorised by the Chargee or any Receiver have full access at all reasonable times and upon reasonable prior notice to all or any part of the Property and the Charged Assets as requested save to those parts of the Property where there has been a Permitted Disposition.
- 7 Upon becoming aware that it is threatened, pending or commenced (whichever the earlier) to immediately give the Chargee notice in writing of any litigation, arbitration or administrative proceedings before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues which if determined against it might reasonably be expected to have a Material Adverse Effect.
- 8 The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that would or might invalidate any Insurance Policy or result in any Insurance Policy becoming void or voidable or otherwise prejudice any Insurance Policy or result in any claim being or becoming the subject of averaging or would or might cause the premium or premiums payable for any Insurance Policy to increase above usual commercial rates available in the English insurance market.

SCHEDULE 3

Representations and Warranties

- 1 No law, regulation, order or direction binding on it or any Charged Asset and no term of any other contract, Insurance Policy, mortgage, instrument or other undertaking or other obligation will be violated or breached by it accepting and giving full effect to all of the provisions of this Charge and/or the Agreement and no other debt incurred or owed by it or security created by it will become enforceable by virtue of the provisions of this Charge and/or the Agreement and the implementation of all or any of them.
- 2 No litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues is current or to the best of its knowledge threatened against it or any of the Charged Assets such as would have a Material Adverse Effect
- 3 No Security expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

SCHEDULE 4

Events of Default

Any failure by the Chargor to pay the Secured Sum in full on the due date in accordance with the Agreement.

SCHEDULE 5

Chargee's and Receiver's Powers

- 1 To manage and conduct the business of the Chargor in respect of the Charged Assets in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Charged Assets.
- 2 To enter upon and take possession of the Charged Assets and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Charged Assets or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Charged Assets (including the Property) and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Charged Assets (including the Property) at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to and Charged Asset.
- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Charged Assets from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Charged Assets.

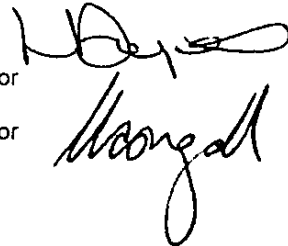
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Charged Assets.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Charged Assets.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Charge.
- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Charged Assets, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.

IN WITNESS whereof the parties have executed this Charge as a deed the day and year first before written

SIGNED as a DEED by BELLWAY HOMES LIMITED)
acting by:)

Director

Director

Two handwritten signatures in black ink. The top signature is more stylized and compact, while the bottom signature is more legible and appears to be 'Hoangall'.

SIGNED as a DEED by)
ERNEST SAMUEL FAWKNER)
in the presence of:)

Witness signature:

Witness name:

Witness address:

Witness occupation:

Dated 17th March 2017

BELLWAY HOMES LIMITED (1)

AND

ERNEST SAMUEL FAWKNER (2)

LEGAL CHARGE

relating to land at

Byefield Farm, Fivefield Road, Kerseley,
Coventry

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

Lodders Solicitors LLP

Lodders Solicitors LLP
Number Ten Elm Court Arden Street
Stratford upon Avon CV37 6PA



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THIS LEGAL CHARGE by way of deed is made the

17th

day of March 2017

BETWEEN:

- (1) **BELLWAY HOMES LIMITED** (incorporated in England and Wales with Company Number: 00670176) registered office Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (the "Chargor")
- (2) **ERNEST SAMUEL FAWKNER** of Durham House Farm, Fivefield Road, Kerseley End, Coventry CV7 8JE (the "Chargee")

BACKGROUND

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to make a deferred payment to the Chargee.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions shall apply:

Act	the Law of Property Act 1925 (as amended);
Agreement	an agreement for the sale of the Property made between (1) the Chargee and (2) the Chargor dated 17 th March 2017;
Charged Assets	all the existing and future assets, property, undertaking and other interests whatever and wherever charged by this Charge including the Property and including any rights of enforcement and references to the Charged Assets shall include all or part of them;
Deferred Payment	the instalment of the purchase price payable by the Chargor to the Chargee pursuant to clause 10 of the Agreement;
Delegate	any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate.
Dispose of	bears the meaning given to it under Section 205(1) Law of Property Act 1925 and disposition and Disposal shall be interpreted accordingly;
Dwelling	a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above garage(s), maisonette, cottage or other dwelling

constructed or to be constructed on the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and "Dwellings" shall be construed accordingly;

Event of Default

any event specified in Schedule 4;

Insurance Policy

each contract or policy of insurance effected or maintained by the Chargor from time to time in relation to the Property;

Material Adverse Effect

a material adverse effect on:

- (a) *the ability of the Chargor to perform and observe its obligations under this Charge or the Agreement; and*
- (b) *the validity or enforceability of, or the effectiveness or ranking of, the Security granted or purported to be granted pursuant to this Charge.*

Permitted Disposition

any of the following:

- (a) *the Disposal dedication or adoption of any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure including for the avoidance of doubt any easement granted to a Relevant Authority; and/or*
- (b) *the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or*
- (c) *the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or*
- (d) *the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or*
- (e) *the grant of a Farm Business Tenancy Agreement pursuant to the Agreement*

Planning Acts	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;
Planning Permission	any planning permission granted to the Chargor in respect of the development of the Property;
Property	the property described in Schedule 1;
Receiver	any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);
Relevant Authority	the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water;
Roadways	roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property;
Secured Sum	the Deferred Payment and all present and future monies, obligations and liabilities of the Chargor to the Chargee from time to time in respect of this Charge and the Agreement, together with all interest accruing in respect of those monies, obligations or liabilities;
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;
Security Period	the period commencing on the date of this Charge and ending on the date upon which the Secured Sums have been paid in full or where a Substitute Bond has been provided in accordance with Clause 3.2;
Service Media	includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas, electricity, water, electronic transmissions and similar

services now or in the future constructed on the Property;

Services foul and surface water drainage, water, gas, electricity and telecommunications services;

Statutory Agreement an agreement, obligation or undertaking to be made pursuant to all or any of the following:

Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a Relevant Authority;

Substitute Bond the payment bond approved by the Chargee pursuant to clause 3.2;

VAT value added tax or any equivalent tax chargeable in the UK or elsewhere;

Working Days any day when banks in London are open for business other than a Saturday, or Sunday or public holiday in England and other days upon which the clearing banks to the City of London are not open for business.

1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3 Unless the contrary intention appears reference:

(a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and

(b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.

1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.

1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.

1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.

1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees

- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

2 COVENANT TO PAY AND PERFECT SECURITY

- 2.1 The Chargor covenants with the Chargee to pay the Secured Sum on the dates, and otherwise, in accordance with the Agreement and this Charge and if any part of the Secured Sum shall not be paid on the relevant due date the Chargor will pay interest (as well before as after any judgment) on the Secured Sum or so much thereof as shall for the time being remain unpaid at the rate of 5% above the base rate from time to time of the Bank of England.
- 2.2 The Chargor covenants with the Chargee promptly to execute and do all such assurances and things as the Chargee or any Receiver may require for creating, perfecting or protecting the security constituted by or intended to be created by this Charge or the rights granted or intended to be granted by it, facilitating the realisation of the Charged Assets and for facilitating the exercise of all rights, powers, authorities and discretions conferred by this Charge upon the Chargee or any Receiver including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged

Assets (whether to the Chargee or to its nominee), and the giving of any notice, order or direction and the making of any registration.

3 SECURITY

3.1 Subject to clause 3.2 and as continuing security for the payment and discharge of the Secured Sum the Chargor with full title guarantee charges to the Chargee:

- (a) by way of first legal mortgage,
 - (i) the Property together with the rights referred to and contained in the Agreement;
 - (ii) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time
 - (iii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property; and

PROVIDED THAT this Legal Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Legal Charge.

3.2 The Chargor:

- (a) may, at any time, submit to the Chargee a request that, at the cost of the Chargor, there be substituted for this Charge a bond issued in favour of the Chargee of no lesser value than the value of the Secured Sum then outstanding provided that such bond will be immediately released upon payment by the Chargor of the Secured Sum (the "Substitute Bond"); and
- (b) shall supply such information in relation to the proposed Substitute Bond as the Chargee shall require (acting reasonably) for the purpose of considering the Chargor's request. If the Chargee consents to the proposed substitution (such consent not to be unreasonably withheld or delayed) then, subject to receipt by the Chargee of the Substitute Bond the Property shall immediately be released from this Charge at the cost of the Chargor.

3.3 None of the provisions of this clause 3 shall be deemed to impose on the Chargee or imply on its part any obligation or other liability in relation to the Charged Assets.

3.4 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

4 CHARGOR'S COVENANTS

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

5 CHARGEES' COVENANTS

The Chargee shall consent to any Permitted Disposition provided that:

- 5.1 the Chargor indemnifies the Chargee against all reasonable expenses and liabilities incurred by the Chargee arising out of any Statutory Agreement;
- 5.2 the Chargee is not liable to perform any covenants contained in the Statutory Agreement to the extent they relate to the Property unless and until it takes possession of the Property.

6 COVENANTS IN RESPECT OF THE AGREEMENT

The Chargor and the Chargee each covenant with the other to observe and perform their respective obligations in the Agreement in accordance with the terms of the Agreement, including in relation to the Secured Sum.

7 RESTRICTION ON DEALINGS

- 7.1 Other than by way of a Permitted Disposition the Chargor may not and covenants that it will not at any time without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):

- (a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property (to the extent it is then subject to the Security created by this Charge) during the Security Period;
- (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Charged Assets and notwithstanding Section 99 of the Act not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Charged Assets (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge PROVIDED THAT this shall not prevent the Chargor from contracting to sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any Trust in respect of, or grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of any Dwelling or Dwellings where such contract or other disposition (as aforesaid) does not permit the sale to be subject to this Charge;
- (c) otherwise deal with or dispose of all or any part of or any interest in the Property or the Charged Assets or contract or purport to do the same or suffer to arise any set-off or other third party right or rights in respect of all or any part of them.

- 7.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form NN to be registered against the title to the Property at the Land Registry to the effect that:

"No disposition of the registered estate or any part of it is to be registered by the proprietor of the registered estate is to be registered without a written consent signed by Ernest Samuel Fawcner And Jennifer Fawcner or a certificate signed by a conveyancer that the disposition is a Permitted Disposition as defined in the legal charge dated [7th March] 2017 and made between (1) Bellway Homes Limited and (2) Ernest Samuel Fawcner".

8 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and gives the warranties set out in Schedule 3 to the Chargee on the date of this Charge and on each day of the Security Period with reference to the facts and circumstances existing at the time.

9 RIGHTS OF ENFORCEMENT

- 9.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.
- 9.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:
- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
 - (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
 - (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.
- 9.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.
- 9.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:
- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of any Charged Asset;
 - (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Charged Assets (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of any Charged Asset.
 - (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall

continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;

- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

9.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

10 CHARGEES POWERS AND RIGHTS

- (a) At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 9 and Schedule 5 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.
- (b) The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

11 RELEASE AND CONSENT TO EASEMENTS

Release

11.1 The Chargee shall, at the request and cost of the Chargor, duly discharge from the security constituted by this Charge the Property subject to a Permitted Disposition and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

11.2 On the expiry of the Security Period, the Chargee shall, at the request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Charge and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

12 LIABILITY

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

- (b) the Chargee renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor,

other than, in each case, the provision by the Chargor of a Substitute Bond.

13 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

14 INDEPENDENT SECURITY

Subject to the provision by the Chargor of a Substitute Bond. The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

15 COSTS AND INDEMNITY

- (a) The Chargor shall, within two Working Days of demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any Delegate following the giving of notice after occurrence of an Event of Default in connection with:
 - (i) this Charge or the Charges Assets;
 - (ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; and
 - (iii) taking proceedings for, or recovering, any of the Secured Sums,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Agreement.

16 POWER OF ATTORNEY

- 16.1** By way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Charge.

16.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.

16.3 If the Chargor is in default of its obligations at clause 11 the Chargee is automatically appointed as the Chargor's attorney for the purpose of executing the necessary documents and the Chargor confirms that this power of attorney is given as security.

16.4 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

17 GENERAL PROVISIONS

17.1 Subject to the provision by the Chargor of a Substitute Bond neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.

17.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.

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

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

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

17.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.

17.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.

17.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.

17.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sum and shall constitute and be a

continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sum.

- 17.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next working day delivery service to [Include addresses [●]] or to any other address as is notified in writing by one party to the other from time to time.
- 17.11 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 17.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 17.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.
- 17.14 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed. Transmission of an executed counterpart of this Charge (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other format) shall take effect as delivery of an executed counterpart of this Charge. If such method of delivery is adopted, without prejudice to the validity of the Charge thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 17.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

The Chargee is not permitted to assign or otherwise transfer the benefit of this Charge,

DELIVERED as a DEED on the date of this document

SCHEDULE 1

Description of the Property

ALL THAT freehold property at Byefield Farm, Fivefield Road, Keresley, Coventry registered (as at the date hereof) at the Land Registry with title number WM542469

SCHEDULE 2

Chargor's Covenants

- 1 Not do or cause or permit to be done anything that may in any way depreciate, jeopardise or otherwise prejudice the Security created by this Charge or prejudice the value of the Property or any of the Charged Assets.
- 2 On reasonable written notice to give to the Chargee or the Chargee's solicitors such information as it or they shall reasonably require relating to the Charged Assets.
- 3 That no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in any Charged Asset nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 4 Promptly to advise the Chargee in writing on becoming aware of any representation or warranty set out in this Charge being materially incorrect or misleading when made or repeated, any breach of any covenant set out in this Charge and the occurrence of any Event of Default or any act, condition, circumstance or event which with the giving of notice and/or the lapse of time and/or the making of any determination and/or any combination of any of the foregoing and/or the fulfilment of any other requirements could become a breach of representation or warranty, a breach of covenant or an Event of Default.
- 5 To notify the Chargee immediately if the Chargor becomes aware that any person proposes to present a petition for an order of court or take any other step for the appointment of an administrator or liquidator.
- 6 Upon request by the Chargee to ensure that the Chargee, any Receiver and any officers, employees or other persons appointed or authorised by the Chargee or any Receiver have full access at all reasonable times and upon reasonable prior notice to all or any part of the Property and the Charged Assets as requested save to those parts of the Property where there has been a Permitted Disposition.
- 7 Upon becoming aware that it is threatened, pending or commenced (whichever the earlier) to immediately give the Chargee notice in writing of any litigation, arbitration or administrative proceedings before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues which if determined against it might reasonably be expected to have a Material Adverse Effect.
- 8 The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that would or might invalidate any Insurance Policy or result in any Insurance Policy becoming void or voidable or otherwise prejudice any Insurance Policy or result in any claim being or becoming the subject of averaging or would or might cause the premium or premiums payable for any Insurance Policy to increase above usual commercial rates available in the English insurance market.

SCHEDULE 3

Representations and Warranties

- 1 No law, regulation, order or direction binding on it or any Charged Asset and no term of any other contract, Insurance Policy, mortgage, instrument or other undertaking or other obligation will be violated or breached by it accepting and giving full effect to all of the provisions of this Charge and/or the Agreement and no other debt incurred or owed by it or security created by it will become enforceable by virtue of the provisions of this Charge and/or the Agreement and the implementation of all or any of them.
- 2 No litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues is current or to the best of its knowledge threatened against it or any of the Charged Assets such as would have a Material Adverse Effect
- 3 No Security expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

SCHEDULE 4

Events of Default

Any failure by the Chargor to pay the Secured Sum in full on the due date in accordance with the Agreement.

SCHEDULE 5

Chargee's and Receiver's Powers

- 1 To manage and conduct the business of the Chargor in respect of the Charged Assets in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Charged Assets.
- 2 To enter upon and take possession of the Charged Assets and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Charged Assets or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Charged Assets (including the Property) and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Charged Assets (including the Property) at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to and Charged Asset.
- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Charged Assets from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Charged Assets.

- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Charged Assets.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Charged Assets.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 *To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.*
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 *To, if it thinks fit, but without prejudice to the indemnities in this Charge, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Charge.*
- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Charged Assets, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.

IN WITNESS whereof the parties have executed this Charge as a deed the day and year first before written

SIGNED as a DEED by BELLWAY HOMES LIMITED)
acting by:)

Director

Director

SIGNED as a DEED by
ERNEST SAMUEL FAWKNER
in the presence of:

)
)
)



Witness signature:

Witness name: Mark Miller

Witness address:

Lodders Solicitors LLP
Number Ten Elm Court Arden Street
Stratford upon Avon CV37 6PA

Witness occupation: Partner