



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X653N43S

Received for Electronic Filing: **25/04/2017**

Details of Charge

Date of creation: **19/04/2017**

Charge code: **0067 0176 0441**

Persons entitled: **UCC STRATEGIC LAND LTD**

Brief description: **THE FREEHOLD LAND ON THE SOUTH SIDE OF THRAPSTON ROAD, BRAMPTON, CAMBRIDGESHIRE SHOWN EDGED RED ON THE "PLAN" ATTACHED TO THE LEGAL CHARGE DATED 19 APRIL 2017 BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER CB331571 EXCLUDING A STRIP OF LAND 30 CM WIDE BETWEEN POINTS A,B,C, D AND E ON THE PLAN.**

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:

LORNA TRIMBLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0441

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2017 .

Given at Companies House, Cardiff on 26th April 2017

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: 19 April 2017

- (1) BELLWAY HOMES LIMITED
(2) UCC STRATEGIC LAND LTD.

Legal charge

relating to freehold land on the south side of Thrapston Road, Brampton,
Cambridgeshire

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PARTICULARS

Date 19 APRIL 2017

Chargor **BELLWAY HOMES LIMITED** (registered number 00670176) whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne NE13 6BE.

Chargee **UCC STRATEGIC LAND LTD** (Scottish Company Number 423751) whose registered office is at 121 Moffat Street New Gorbals Glasgow G5 0ND.

Property The freehold land on the south side of Thrapston Road, Brampton, Cambridgeshire shown edged red on the plan attached to this Deed, being part of the land registered at the Land Registry under the Title Number. *(the "Plan")*
excluding a strip of land 30 cm wide between points A, B, C, D and E on the Plan

Title Number CB 331571.

THIS LEGAL CHARGE is made on the date set out in the Particulars

BETWEEN

(1) the Chargor; and

(2) the Chargee.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"Agreement"	an agreement for the sale and purchase of the Property dated with the date of this Legal Charge between the Chargor, the Chargee, Akzo Nobel UK Ltd (Company Number 128124) and Catesby Estates (Developments II) Limited (Scottish Company Number 258534).
"Charged Property"	the Property charged to the Chargee by the Chargor by this Legal Charge
"Event of Default"	any of the events of default set out in clause 5.1
"Exempt Land"	any of the following part or parts of the Property: <ul style="list-style-type: none">(a) any part or parts of the Property which are being transferred, leased or otherwise disposed of for the purposes of an electricity sub station, pumping station, gas governor station or similar being transferred to an appropriate utility supplier (including land required by any local authority or other body responsible for drainage or flood defence) and any easements granted in respect of the provision of services subject to rights to use such infrastructure being reserved in favour of the Charged Property in a form satisfactory to the Chargee (acting reasonably);(b) any part or parts of the Property which are being transferred pursuant to an obligation in an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990;(c) any part or parts of the Property which are being transferred for the purposes of roads, footpaths or cycleways with the intent that they be maintained at the public's expense subject to rights to use such infrastructure being reserved in favour of the Charged Property in a form satisfactory to the Chargee (acting

reasonably);

- (d) up to a maximum of 15 of the 150 dwellinghouses to be constructed in total on the whole of the Property (with or without any usual ancillary garage and outhouses and garden) which are the subject of a bona fide sale to a third party at arm's length of a freehold or long leasehold interest at a premium with a peppercorn or ground rent (including, within the maximum number of 15 dwellinghouses, the reversion of any leases in that maximum number of 15 dwellinghouses which are sold as a ground rent investment only, but excluding affordable housing units) subject to **clauses 2.4.5 to 2.4.9** (inclusive);
- (e) any part or parts of the Property which are being transferred or leased for use in perpetuity only as common parts, community facilities, open space or amenity land to the Local Planning Authority or to a management company;
- (f) any part or parts of the Property comprising part only of a residential unit which is within the maximum number of 15 dwellinghouses referred to in paragraph (d) of this definition (whether or not completed) where the donee is an associated company of the donor and the disposition is made only to facilitate the disposal of such a dwellinghouse which is within the said maximum number of 15 dwellinghouses, including the garage beneath a flat which is to be disposed of by lease where the flat is intended to be disposed of as a freehold disposal subject to **clauses 2.4.5 to 2.4.9** (inclusive)
- (g) any part or parts of the Property which comprise the Affordable Housing Site (as defined in the agreement dated 16 September 2016 under Section 106 of the Town and Country Planning Act 1990 (as amended) made between Huntingdonshire District Council (1) Cambridgeshire County Council (2) UCC Strategic Land Ltd (3) Catesby Estates (Developments II) Limited (4) and Akzo Nobel UK Ltd (5))

"Expenses"

all fees and other charges, legal and professional fees and unpaid interest and all other expenses and costs which in each case are reasonable and properly incurred, on a full indemnity basis, together with Value Added Tax, incurred in connection with:

- (a) enforcing or exercising any power under this Legal Charge; or
- (b) any breach of any provision of and the

protection, realisation or enforcement of this Legal Charge

"Insolvency Act"

Insolvency Act 1986

"Interest"

interest calculated on the sum due from the Chargor to the Chargee under the terms of the Agreement on 29 September 2017 in the event of it not being paid on the due date for payment at a rate of 10% per annum above the base lending rate from time to time of National Westminster Bank plc from and including the due date of payment to and including the date on which the payment is actually made

"Letting"

any of the following in respect of the whole or part of the Property for a term exceeding one year (subject as hereinafter provided):

- (a) any lease, underlease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence; and
- (b) any agreement for the sharing of occupation of the Property

provided that the Chargor shall be entitled to grant any tenancy or lease or other arrangement as referred to at paragraphs (a) and/or (b) above ("**Short Term Occupational Arrangements**") for a term of one year or less if any tenant or licensee thereunder will not gain security of tenure or the like pursuant to any such Short Term Occupational Arrangements.

"Planning Agreement"

means:

- (i) an agreement dated 16 September 2016 under Section 106 of the Town and Country Planning Act 1990 (as amended) made between Huntingdonshire District Council (1) Cambridgeshire County Council (2) UCC Strategic Land Ltd (3) Catesby Estates (Developments II) Limited (4) and Akzo Nobel UK Ltd (5);
- (ii) any other agreement, obligation or undertaking to be made pursuant to section 106 of the Town and Country Planning Act 1990 and/or the Local Government (Miscellaneous Provisions) Act 1982, section 33 and/or the Local Government Act 1982 section 111; and
- (iii) any Works Agreement.

"Planning Permission"

means the outline planning permission reference 16/00194/OUT dated 16 September 2016 issued in respect of the Charged Property and any other approval or consent issued in respect thereto.



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NOTES:-
1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING AUTHORITY.
2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING AUTHORITY.
3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING AUTHORITY.

Land Title CB331571
(excluding CPO land)

Land Title CB313656

A	Letters amended	01.02.17
REV	AMENDMENT	DATE
01		01
PLANNING		

McBAIN'S COOPER

McBAIN'S COOPER CONSULTING LTD.
100-102 BRAD STREET, LONDON E20 1JH
TELEPHONE: 020 7766 7766 FAX: 020 7766 7766

CLIENT

Bellway

PROJECT

LAND AT LAWS CRESCENT
BRAMPTON
HUNTINGDONSHIRE

DRAWING TITLE

CONTRACT PLAN

ARCHITECTURE			
SCALE	DRAWN BY	CHECKED	DATE
1:2000@A3	EC	/	DEC '16
DRAWING NUMBER	REVISION		
LHG 59222 - 98	A		



"Receiver"	any receiver or manager appointed by the Chargee under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
"Secured Amount"	the sum due from the Chargor to the Chargee (defined as the Seller Sum in the Agreement) on 29 September 2017 under the terms of the Agreement together with all Expenses and Interest
"Security"	any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Charged Property, whether fixed or floating, or conferring priority of payment
"Warranties"	the warranties given by the Chargor to the Chargee in clause 8
"Working Day"	has the meaning given to it in the Standard Commercial Property Conditions (Second Edition)
"Works Agreement"	any agreement that is made under one or more of Sections 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas Act 1980 or the Water Act 1989 or any statutory provision with a similar purpose or any agreement with a local water authority, the Environment Agency, an Internal Drainage Board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Property or any other agreement with a competent authority or body relating to other services for the benefit of or access to and from the Property.

1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Chargee and the Chargor include their respective successors in title to this Legal Charge and, in the case of individuals, their personal representatives.
- 1.2.5 references to the Property and the Charged Property include any part of them;

- 1.2.6 references to this Legal Charge include any deeds and documents varying or supplemental or ancillary to this Legal Charge or entered into pursuant to the terms of this Legal Charge;
- 1.2.7 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Chargee or the Receiver;
- 1.2.8 “**including**” means “**including, without limitation**”;
- 1.2.9 “**indemnify**” means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Chargee or any Receiver;
- 1.2.10 where two or more persons form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 **Particulars**

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.

1.4 **Effect of this Legal Charge**

This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this Legal Charge hold for or in respect of the Secured Amount.

1.5 **Contracts (Rights of Third Parties) Act 1999**

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **CHARGE**

2.1 **Covenant to pay**

The Chargor covenants with the Chargee to pay the Secured Amount (without deduction or set off) to the Chargee on the due date for payment.

2.2 **Charges**

The Chargor with full title guarantee charges to the Chargee the Property by way of first legal mortgage.

2.3 **Continuing security**

This Legal Charge is made for securing the payment and discharge of the Secured Amount. It is a continuing security and will not be discharged by any payment on account of any part of the Secured Amount.

2.4 Release

- 2.4.1 If and when no Secured Amount is due to the Chargee and the Chargor has paid and the Chargee has received the Secured Amount, the Chargee will at the request and reasonable cost of the Chargor (not exceeding £500 plus irrecoverable VAT) release the Charged Property from this Legal Charge.
- 2.4.2 Without prejudice to the generality of **clause 2.4.1**, the Chargee agrees, following a written request from the Chargor and subject to payment by the Chargor of the Chargee's reasonable costs plus irrecoverable VAT:
- 2.4.2.1 within 15 Working Days of a request from the Chargor, to release (subject to **clauses 2.4.5 to 2.4.9**) any Exempt Land from the security constituted by this Legal Charge in respect of the Exempt Land; and
 - 2.4.2.2 within 15 Working Days of a request from the Chargor, to provide (subject to **clauses 2.4.5 to 2.4.9**) written consent to a disposition of any Exempt Land by way of lease or easement; and
 - 2.4.2.3 to provide (subject to **clauses 2.4.5 to 2.4.9**) to the Chargor within 15 Working Days of a request from the Chargor executed forms of discharge or consent (as the case may be) in respect of both this Legal Charge and the restriction referred to in **clause 2.5** (which shall in each case be compliant with the Land Registry's requirements from time to time) in respect of Exempt Land which shall be held by the Chargor's solicitors and released to the Chargor on a disposal in order to secure the discharge referred to in **clause 2.4.2.1** or registration of the disposition referred to in **clause 2.4.2.2** (as the case may be).
- 2.4.3 The Chargor shall be entitled to make a request of the Chargee under **clause 2.4.2** before or after completion of the disposition of any Exempt Land other than when it comprises Applicable Exempt Land (as defined below), in respect of which a request under **clause 2.4.2** must be made before completion of the disposition.
- 2.4.4 The Chargee will if so requested by and at the reasonable cost of the Chargor in order to facilitate the development of the Property enter into (as the mortgagee only and subject to a full indemnity from the Chargor in terms acceptable to the Chargee in respect of all liabilities in the relevant Works Agreement) and return to the Chargor and/or consent to the entering into by the Chargor of any relevant Works Agreement within 20 Working Days of service of such Works Agreement upon the Chargee.
- 2.4.5 Where the Chargor is seeking a form of discharge or consent pursuant to **clause 2.4.2.3** on the grounds set out at sub-paragraph (d) and/or (f) of the definition of Exempt Land, the Chargor shall obtain the prior written consent of the Chargee in respect of such release and the provision of any such form of discharge in respect thereto. The Chargee shall not unreasonably withhold or delay the giving of any such consent where the Chargor has provided reasonable and satisfactory evidence to the Chargee that:-
- (a) following such release the land which shall remain subject to this Legal Charge ("**Residual Charge Land**") will continue to be reasonably accessible, reasonably serviceable and reasonably saleable;
 - (b) the Exempt Land the subject of any such application for consent pursuant to this **clause 2.4.5** (the "**Applicable Exempt Land**") has been selected with due regard to its effect on and preserving

the value and marketability of the Residual Charge Land (and it will be presumed that it has not been so selected if:-

- (i) it leaves the Residual Charge Land islanded or ransomed; or
- (ii) it does not comply with any phasing arrangements required under the Planning Permission and/or any Planning Agreement
- (c) (without limitation to the foregoing) the Residual Charge Land can be freely developed and any unit of accommodation disposed of and otherwise become capable of beneficial use and occupation pursuant to the Planning Permission (and any reserved matter consent) without the owner for the time being of the Applicable Exempt Land having to previously satisfy any condition of the Planning Permission or Planning Agreement or otherwise having to provide its co-operation in respect thereto.

2.4.6 If within 15 Working Days of any such request pursuant to **clause 2.4.2.1** or **clause 2.4.2.2** the Chargee has not been able to provide approval pursuant to **clause 2.4.5**, either the Chargor or the Chargee may request (the "**Request**") that the matter be determined by an independent surveyor ("**Independent Surveyor**") in writing.

2.4.7 Within 5 Working Days of the service of the Request the Independent Surveyor shall be jointly appointed by the parties (or in the absence of agreement within such 5 Working Day period by the President of the RICS) to establish whether it would be reasonable for the Applicable Exempt Land to be released from this Legal Charge pursuant to such request.

2.4.8 The following provisions shall apply to the appointment of any such Independent Surveyor:-

- (a) the Independent Surveyor must be a fellow of The Royal Institution of Chartered Surveyors of at least 10 years valuation experience in valuing development land of the same type as the Charged Property;
- (b) if an Independent Surveyor appointed dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:-
 - (i) either the Chargee or the Chargor may apply to the President of the RICS to discharge the appointed Independent Surveyor and to appoint a replacement Independent Surveyor;
 - (ii) this clause will apply in relation to the replacement Independent Surveyor as if the first appointed Independent Surveyor
- (c) the Independent Surveyor will act as an expert and will be required to prepare a written note of its decision and give a copy of such decision to both the Chargee and the Chargor within a maximum of 10 Working Days of the date of the Independent Surveyor's appointment;
- (d) the Chargor and Chargee will each be entitled to make submissions to the Independent Surveyor and will provide (or procure that others provide), the Independent Surveyor with the

assistance and documents that the Independent Surveyor reasonably requires to reach a decision;

- (e) the Independent Surveyor's written decision will be final and binding in the absence or manifest error of fraud;

2.4.9 in connection with any application for release or consent it is agreed that the Chargor shall:-

- (a) be responsible for producing all plans required in connection with the said application (at its own cost) and ensuring that all such plans will be Land Registry compliant;
- (b) produce all necessary supplementary documents including but not limited to all appropriate Land Registry forms including letters of consent (or such other form of release as is then required by the Land Registry) and in respect of granting any rights over the Charged Property to a supplier of gas, water, electricity, telecommunications or drainage services for the housing of a substation, gas governor pumping station or similar apparatus;
- (c) on demand reimburse the Chargee's reasonable and proper professional costs expenses (together with irrecoverable VAT and disbursements thereon) in connection with considering any such request for approval in respect of the Applicable Exempt Land.

2.5 Land Registry restriction

The Chargor is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the Title Number in the following Land Registry standard form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [19 April 2017] in favour of UCC Strategic Land Ltd. referred to in the charges register."

3. COVENANTS

3.1 Restriction on further security

The Chargor is not to create or permit any further Security to be created in or over the Charged Property without the prior written consent of the Chargee.

3.2 Disposals of the Property

(Save for any disposal of Exempt Land), the Chargor is not to (or agree, negotiate or enter into a binding legal agreement to) sell or otherwise dispose of the Property or any legal interest in the Property without the consent of the Chargee.

3.3 Restrictions on leasing

(Save for any disposal of Exempt Land), the Chargor is not to (or agree, negotiate or enter into a binding legal agreement to) create any Letting without the prior written consent of the Chargee.

3.4 Insurance of the Property

The Chargor is to insure the buildings and fixed plant, machinery and fixtures forming part of the Property.

3.5 Additional insurance obligations

The Chargor is to:

- 3.5.1 pay all insurance premiums as soon as they become due;
- 3.5.2 hold all monies received by virtue of any insurance policies on trust for the Chargee and apply them in making good the loss of or damage to the Property or, if the Chargee so directs following an Event of Default which is continuing, in or towards discharging the Secured Amount; and
- 3.5.3 pay to the Chargee on demand the costs of any insurance effected by the Chargee to remedy any default by the Chargor in insuring under **clause 3.4**.

3.6 Statutory requirements

The Chargor is to comply with all statutory and other requirements affecting the Property.

3.7 Covenants and conditions

The Chargor is to comply with all covenants, encumbrances and conditions which affect the Charged Property or title to the Property.

3.8 Taxes and outgoings

The Chargor is punctually to pay all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character, which now or at any time during the continuance of this Legal Charge are properly payable in respect of the Charged Property or by the owner or occupier of the Property.

3.9 Expenses

The Chargor is to pay all Expenses due to the Chargee promptly on written demand.

4. VARIATION OF STATUTORY POWERS

4.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

4.2 Power of leasing

The restriction on the powers of the Chargee or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

4.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Amount becomes due and the statutory power of sale and other powers of enforcement arise immediately following an Event of Default.

4.4 **Exercise of power of sale**

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable immediately following an Event of Default which is continuing.

4.5 **Protection for buyers**

A buyer from, tenant or other person dealing with the Chargee or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

4.6 **Chargee's powers**

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge.

5. **EVENTS OF DEFAULT**

5.1 This Legal Charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events which are continuing:

- 5.1.1 the Chargor does not pay the Secured Amount when it falls due in accordance with this Legal Charge;
- 5.1.2 there is any breach by the Chargor of the Warranties or the covenants set out in **clauses 3.1, 3.2, 3.3** and/or **3.9**
- 5.1.3 there is any breach by the Chargor of the Warranties or the covenants set out in **clauses 3.4** to **3.8** (inclusive) which in the reasonable opinion of the Chargee would have a material effect upon the ability of the Chargor to pay the Secured Amount when it falls due;
- 5.1.4 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 5.1.5 an administrator is appointed over the Chargor;
- 5.1.6 a resolution is passed or an order made for the winding up of the Chargor;
- 5.1.7 a voluntary arrangement is made in respect of the Chargor under Part I of the Insolvency Act;
- 5.1.8 the Chargor asks the Chargee to appoint a Receiver in respect of the Charged Property;
- 5.1.9 the Chargor goes into liquidation whether compulsory or voluntary;
- 5.1.10 the Chargor presents or suffers to be presented a petition for an administration order in relation to it;
- 5.1.11 the Chargor is removed from the Register of Companies or otherwise ceases to exist;
- 5.1.12 any action, proceedings, procedure or step is taken in connection with the items set out at **clauses 5.1.4, 5.1.5, 5.1.6** and **5.1.7**.

6. APPOINTMENT OF RECEIVERS

6.1 Appointment of receivers

At any time after the Chargee's power of sale has become exercisable, the Chargee may appoint one or more than one Receiver in respect of the Charged Property.

6.2 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

6.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly and severally or individually.

6.4 Additional or alternative receivers

The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver.

6.5 Agent of the Chargor

The Receiver will, so far as the law permits, be the agent of the Chargor.

6.6 Chargor's liability

The Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

6.7 Liability for default

The Chargee will not be responsible for any misconduct, negligence or default of the Receiver.

6.8 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Chargor.

6.9 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Amount.

6.10 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Chargor:

- 6.10.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and
- 6.10.2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

6.11 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 6.11.1 to take possession of and generally manage the Charged Property;
- 6.11.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
- 6.11.3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 6.11.4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Charged Property without restriction
- 6.11.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 6.11.6 to take, continue or defend any proceedings, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination;
- 6.11.7 to remove, store, sell or otherwise deal with any fixtures and fittings;
- 6.11.8 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 6.11.9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.11 to borrow moneys from the Chargee or others on the security of the Charged Property or otherwise on such terms as the Receiver may in the Receiver's absolute discretion think fit for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge or for any other purpose; and
- 6.11.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation of the Charged Property.

6.12 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this **clause 6**.

7. DISTRIBUTIONS

7.1 Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amount, be applied in or towards discharging in the following order of priority:

- 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and

- the costs, charges and expenses of and incidental to the Receiver's appointment;
- 7.1.2 the remuneration of the Receiver;
- 7.1.3 the Secured Amount in such order as the Chargee may determine; and
- 7.1.4 the claims of those entitled to any surplus.

8. **WARRANTIES**

8.1 The Chargor warrants to the Chargee that:

- 8.1.1 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:
 - 8.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound; or
 - 8.1.1.2 cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;
- 8.1.2 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 8.1.3 no person having any charge or other form of security over the Property or any other assets of the Chargor has enforced or given notice of its intention to enforce such security; and
- 8.1.4 no Event of Default has occurred or is continuing.

9. **EXCLUSION OF LIABILITY**

9.1 **Liability for loss and damage**

Neither the Chargee nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

10. **POWERS**

10.1 **Execution of documents**

The Receiver will have power, either in the name of the Chargor or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

10.2 **Power of attorney**

Following an Event of Default the Chargor irrevocably appoints the Chargee and separately the Receiver by way of security to be the attorney of the Chargor, with full power to appoint substitutes and to sub-delegate, for the purposes set out in **clause 10.3**.

10.3 **Extent of power of attorney**

The power of attorney given in **clause 10.2** permits the Chargee or the Receiver in the name of and on behalf of the Chargor:

- 10.3.1 to perfect the security given by the Chargor under this Legal Charge; and
- 10.3.2 to execute any document or do any act or thing which the Chargor is obliged to execute or do under this Legal Charge or which the Chargee or the Receiver may consider appropriate (acting reasonably) in connection with the exercise of any of the powers of the Chargee or the Receiver.

10.4 **Time for compliance**

The Chargee may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by the Chargor of the Chargor's obligations or conditions contained in this Legal Charge without prejudice to the Chargee's rights and remedies in respect of any subsequent breach of them.

10.5 **Other indebtedness**

The Chargor authorises the Chargee to receive from the holder of any prior or subsequent charge details of the state of account between such holder and the Chargor.

10.6 **No liability as mortgagee in possession**

Entry into possession of the Property, for whatever reason, will not render the Chargee or any Receiver liable to account as mortgagee in possession.

10.7 **Independence of Legal Charge**

This Legal Charge is entered into as an entirely separate document to any other arrangement which might be entered into from time to time between the Chargee and the Chargor or the Chargee and any other person. Irrespective of the validity or enforceability of any such other arrangement the Chargor and the Chargee declare that, and it is intended that, this Legal Charge will remain as a valid security and in full force and effect in any event.

10.8 **Use and disposal of chattels**

If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property without being under any liability to the Chargor other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amount.

10.9 **Severance of fixtures**

Upon any sale or other disposition in exercise of the powers contained or implied by this Legal Charge the Chargee or any Receiver may sever any fixtures owned by the Chargor from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Amount.

11. **NOTICES**

11.1 **Form of notices**

Any notice served under this Legal Charge is to be:

- 11.1.1 in writing;
- 11.1.2 signed by an officer of the party serving the notice or by its solicitors;
- 11.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

11.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

11.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

11.3.1 if delivered by hand, at the time of delivery; or

11.3.2 if sent by post, on the second working day after posting

12. LAW AND JURISDICTION

12.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

12.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge.

13. EXECUTION

The Chargee and the Chargor have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars.

Executed as a deed by)

BELLWAY HOMES LIMITED)

acting by two directors or)

a director and its secretary)

Director

Director/Secretary

Executed as a deed by)

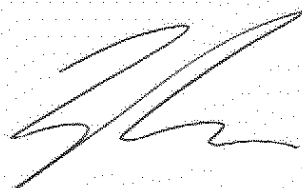
UCC)


STRATEGIC)

LAND LTD)

acting by a director)

in the presence of)




SIGNATURE OF WITNESS

NAME JULIET ANDERSON

ADDRESS Squire Patton Boggs (UK) LLP
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

OCCUPATION
TRAINEE SOLICITOR