



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X673JVAW

Received for Electronic Filing: **24/05/2017**

Details of Charge

Date of creation: **11/05/2017**

Charge code: **0067 0176 0447**

Persons entitled: **CHRISTINE GAY JENNINGS
JENNIFER MAY ASHLEY**

Brief description: **THAT PART OF THE LAND LYING TO THE SOUTH WEST OF FOUNTAIN LANE, DAVENHAM, NORTHWICH SHOWED EDGED BLUE ON THE PLAN ATTACHED TO THE LEGAL CHARGE FORMING PART OF THE LAND CURRENTLY REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBERS CH145722 AND PART OF THE FREEHOLD PROPERTY TO THE SOUTH WEST OF FOUNTAIN LANE, DAVENHAM, CHESHIRE COMPRISED WITHIN A CONVEYANCE DATED 15 AUGUST 1984 AND MADE BETWEEN JOHN KINSEY JENNINGS (1) AND JOHN KINSEY JENNINGS, FRED A MARGERY JENNINGS, CHRISTINE GAY JENNINGS (2) AND THE RIGHTS LISTED IN SCHEDULE 1 TO THE LEGAL CHARGE.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0447

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 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

11 May

2016⁷

(1) BELLWAY HOMES LIMITED

AND

(2) CHRISTINE GAY JENNINGS AND JENNIFER
MAY ASHLEY

LEGAL CHARGE

of land lying to the south west of Fountain Lane,
Davenham, Northwich

One Eleven
Edmund Street
Birmingham
B3 2HU

DX 13003 Birmingham-1

T +44 (0) 121 234 0000
F +44 (0) 121 234 0001

www.gateleypic.com

THIS LEGAL CHARGE is made on

11 May

7
2016

BETWEEN

- (1) **BELLWAY HOMES LIMITED** (Company Number 00670176) whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne, NE13 6BE (the "Chargor"); and
- (2) **CHRISTINE GAY JENNINGS** of [REDACTED] and **JENNIFER MAY ASHLEY** of [REDACTED] (the "Chargee").

BACKGROUND

- (A) By the Transfer, the Chargee transferred that part of the Property comprised within a conveyance dated 15 August 1984 more particularly referred to in Schedule 1 to the Chargor.
- (B) Pursuant to the Sale Agreement, the Chargor is to pay Deferred Consideration to the Chargee.
- (C) It was agreed that this Legal Charge should be executed by the Chargor in order to secure payment to the Chargee of the Deferred Consideration.

OPERATIVE PROVISIONS

The parties agree as follows:

1 Definitions and Interpretation

1.1 The following definitions apply in this Legal Charge:

- (a) "1925 Act" means the Law of Property Act 1925;
- (b) "Affordable Housing" means housing subject to restriction in respect of occupiers or tenure or carrying any subsidy for land or building cost or housing required to be transferred to or managed by an affordable housing provider or housing intended to be affordable by persons on low incomes whether the requirement for it is imposed by or agreed with the local planning authority in connection with the planning permission for the Property or any Planning Obligation;
- (c) "Affordable Unit" means the Units or other dwellings which are to be constructed on the Property as Affordable Housing;
- (d) "Chargee's Solicitors" such solicitor or solicitors that the Chargee may nominate from time to time;

- (e) **"Chargor's Solicitors"** such solicitor or solicitors that the Chargor may nominate from time to time;
- (f) **"Deferred Consideration"** means the sum of £434,720.00;
- (g) **"Default Rate"** means four per cent per annum above the base lending rate from time to time of Barclays Bank plc;
- (h) **"Due Date for Payment"** means 12 months from date of the Transfer;
- (i) **"Disposal"** means the completion of a transfer of the freehold or the grant of a lease for a term exceeding 21 years of the relevant land and **"Dispose"** and **"Disposed of"** shall be construed accordingly;
- (j) **"Estate"** means the land shown edged red on the Plan;
- (k) **"Events of Default"** means the events or circumstances described in Schedule 4 and **"Event of Default"** shall be construed accordingly;
- (l) **"Exempt Disposal"** means
 - (i) any land at the Property which is required to be transferred to a supplier of gas, water, electricity, telecommunications or drainage services, for the housing of a substation, gas governor, pumping station or similar apparatus, in order that such services may be supplied to any part of the Property or otherwise required pursuant to any Works Agreements;
 - (ii) and land at the Property which is required, pursuant to any Planning Obligation or otherwise, to be transferred to the local authority for the purposes of public open space or otherwise for the purposes of the local authority's statutory function;
 - (iii) any Affordable Unit or land upon which any Affordable Unit(s) are to be constructed.
- (m) **"Party"** means any party to this Legal Charge and **"Parties"** shall be construed accordingly;
- (n) **"Plan"** means the plan attached to this Legal Charge;
- (o) **"Planning Obligation"** means a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and Country Planning Act 1990 and any act for the time being in force amending or replacing the same and all regulations and orders made under it and any other legislation relating to town and

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE PRESENTATION OF THE PROPOSED DEVELOPMENT. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE PRESENTATION OF THE PROPOSED DEVELOPMENT.

PRELIMINARY
PLAN

Bellway	
Residential Unit	
LOCAL CHARGE PLAN	
Plot No.	100
Area	1.23 Ha
Proposed	1.23 Ha
SHANNON	1001
1001	1001



country planning in force from time to time including the Planning (Listed Buildings and Conservation Areas) Act 1990;

(p) "Property" means the land briefly described in Schedule 1 which forms part of the land transferred by the Chargee to the Chargor by the Transfer;

(q) "Receiver" means any one or more receivers and/or managers appointed by the Chargee pursuant to this Legal Charge in respect of the Chargor or over all or any part of the Property;

(r) "Release" means a form DS3 or form DS1 or such other form as shall be appropriate to release (when dated) the Property or any part of parts of the Property from this Legal Charge;

(s) "Release Fee" a sum per Unit in respect of which a Release has been requested pursuant to clause 12.2 calculated in accordance with the following formula:

$$X = A \times (B + C)$$

Where:

A is the balance of the Deferred Consideration which at the relevant time remains unpaid

B is the number of Units comprised in the part of the Property in respect of which a Release is sought by the Chargor

C is the total number of Units which at the relevant time remain subject to this Legal Charge;

(t) "Sale Agreement" means the agreement for the sale and purchase of the Property and adjoining land dated 19 December 2016⁷ and entered into between The Richborough Estates Partnership LLP (1) and Bellway Homes Limited (2) Judy Pauline Rofe (3) and Christine Gay Jennings and Jennifer May Ashley (4);

(u) "Secured Obligations" means the Deferred Consideration;

(v) "Service Media" means all pipes, gutters, drains, sewers, wires, cables and related apparatus to carry Utilities;

(w) "Transfer" means the transfer dated 11 May 2016⁷ made between Judy Pauline Rofe (1) and Bellway Homes Limited (2) and the transfer dated 11 May 2016⁷ made between Christine Gay Jennings and Jennifer May Ashley (1) and Bellway Homes Limited (2);

- (x) **"Unit"** means a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property;
- (y) **"Utilities"** means water, gas, electricity, surface and foul drainage, waste and telecommunications;
- (z) **"VAT"** means value added tax as referred to in the Value Added Tax Act 1994;
- (aa) **"Working Day"** excludes Saturdays, Sundays, statutory bank holidays and the period from 24 December to the immediately following 1 January inclusive;
- (bb) **"Works Agreement"** means an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section(s) 38 and/or 278 and/or the Water Industry Act 1991 Section 104 and/or Town and Country Planning Act 1990 Section 106 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services.

1.2 The following rules of interpretation apply in this Legal Charge:

- 1.2.1 references to a person include a corporate or unincorporated body;
- 1.2.2 words importing one gender include any other gender and words importing the singular include the plural (and vice versa);
- 1.2.3 references to a statute (by name or otherwise) include any amendment, modification, consolidation, extension or re-enactment of, and any order, regulation, rule, scheme, direction, permission, plan, instrument or other subordinate legislation made under it for the time being in force;
- 1.2.4 unless stated otherwise, all consideration to be provided or performed under this Legal Charge is exclusive of VAT and, where a supply is made for VAT purposes, the recipient of the supply is to pay to the supplier any VAT chargeable on the supply at the same time as (and in addition to) providing or performing the consideration;
- 1.2.5 the clause headings do not affect interpretation;

- 1.2.6 unless otherwise indicated, references to clauses or Schedules are to clauses or Schedules of this Legal Charge;
- 1.2.7 references to any statute or statutory provision (by name or otherwise) include references to:
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - (b) 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;
- 1.2.8 references to the Property include any part of it;
- 1.2.9 the word "including" means "including, without limitation".
- 1.2.10 the word "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the relevant party and all costs, damages, expenses, liabilities and losses incurred by such party;
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Legal Charge is to be unaffected;
- 1.2.12 where any term in this Legal Charge is not defined in it then that term shall have the meaning ascribed to it in the Sale Agreement.

2. Covenant to pay

2.1 Secured Obligations

The Chargor covenants that it will discharge and pay to the Chargee the Secured Obligations on the Due Date for Payment or when the same become due for payment or discharge in accordance with the Sale Agreement or, on an Event of Default whichever is the earlier.

2.2 Certain Liabilities

The liabilities referred to in clause 2.1 shall, without limitation, include interest on the Deferred Consideration (both before and after judgement) from the Due Date for Payment (or, if earlier, from the date of the Event of Default) to the date of payment in full at the Default Rate, and shall also include all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Chargee in relation to enforcement of the Secured Obligations.

3. Charge

3.1 Fixed Charge

3.1.1 The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations charges the Property to the Chargee by way of legal mortgage.

3.1.2 The Chargee acknowledges that it has no lien over the Property.

3.1.3 The rights attaching to the Property as set out at Schedule 1 shall not be capable of exercise by the Chargee prior to an Event of Default.

3.2 Restriction

The Chargor consents to the Chargee applying to the Land Registry in form RX1 (or other replacement Land Registry form) to register the following restriction against the registered title specified in Schedule 1:

"No disposition of part of the registered estate shown edged ~~blue~~ on the title plan (other than the grant of a lease for a term of no more than 21 years) 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 11 May 2017 / 2014 in favour of Christine Gay Jennings and Jennifer May Ashley referred to in the charges register (or its conveyancer or the person authorised under clause 12.5 of the Charge dated 11 May 2017) that the provisions of clause 12.2 of the Charge dated 11 May 2017 have been complied with or that the provisions of clause 12.3 of the charge dated 11 May 2017 apply to the disposition"

Does Smiths
CCP

4. Works Agreements

4.1 The Chargee shall within 10 working days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this Legal Charge such parts of the Property as are required to procure the adoption dedication or transfer of any land required under the Works Agreement and/or grant easements licences and wayleaves for the provision of the infrastructure on the Property

4.2 If the Chargee fails to comply with its obligations in clause 4.1 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement or document.

5. Undertakings and Insurance

The Chargor covenants that during the continuance of this security it will comply with the undertakings and insurance obligations set out in Schedule 3

6. Further Assurance

The Chargor covenants that it shall (if and when required by the Chargee) do all such acts and things as the Chargee shall from time to time reasonably require to perfect or protect the security intended to be created by this Legal Charge over the Property or to facilitate the realisation of the security.

7. Certain powers of the Chargee: Enforcement

7.1 Powers of enforcement

7.1.1 At any time on or after an Event of Default which is continuing or if requested by the Chargor, the Chargee may, without further notice, without the restrictions contained in the 1925 Act and whether or not a Receiver shall have been appointed, exercise:

- (a) all the powers conferred upon mortgagees by the 1925 Act as varied or extended by this Legal Charge; and
- (b) all the powers and discretions conferred by this Legal Charge on a Receiver either expressly or by reference.

7.2 Statutory power of leasing

Following an Event of Default, the Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the 1925 Act.

8. Appointment and Powers of Receiver

8.1 Appointment

8.1.1 At any time after an Event of Default or if requested by the Chargor, the Chargee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Property.

8.1.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment.

8.1.3 The Chargee may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

8.2 Receiver as agent

Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8.3 Powers of Receiver

8.3.1 Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the 1925 Act, without the restrictions contained in section 103 of the 1925 Act) and power on behalf and at the expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property.

8.3.2 Without limitation to the powers referred to in clause 8.3.1 a Receiver shall have power to

- (a) take possession of, collect and get in all or any of the Property;
- (b) manage, develop, alter, improve or reconstruct the Property;
- (c) buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
- (d) acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (e) without the restrictions imposed by section 103 of the 1925 Act or the need to observe any of the provisions of sections 99 and 100 of the 1925 Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with the Property in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Property in the name and on behalf of the Chargor or otherwise;
- (f) make and effect such repairs or renewals to the Property as he may think fit and maintain, renew, take out or increase insurances;
- (g) appoint managers, agents, officers and employees for any of the purposes referred to in this clause 8.3 or to guard or protect the Property at such salaries and commissions and for such periods and on such terms as he may determine;
- (h) without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such

powers and without any liability in respect of powers so exercised or omitted to be exercised;

- (i) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Property or submit to arbitration as he may think fit; and
- (j) sign any document, execute any deed and do all acts and things as may be considered by him to be incidental or conducive to any of the powers in this clause 8.3 or to the realisation of the security created by or pursuant to this Legal Charge and to use the name of the Chargor for all these purposes.

8.4 Remuneration

8.4.1 The Chargee may determine the remuneration of any Receiver at a rate to be fixed by the Chargee and S109(6) of the 1925 Act.

8.4.2 A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9. Application of Proceeds: Purchasers

9.1 Application of proceeds

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time determine. Any surplus shall be paid to the Chargor or any other person entitled to it.

9.2 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Legal Charge has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10. Indemnities: Costs and Expenses

10.1 Enforcement costs

The Chargor hereby undertakes with the Chargee to pay on demand all costs, charges and expenses incurred by the Chargee or by any Receiver in or about the enforcement,

preservation or attempted preservation of any of the security created by or pursuant to this Legal Charge or the Property on a full indemnity basis,

10.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of the Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

10.3 Indemnity from Property

The Chargee and any Receiver, attorney, agent or other person appointed by the Chargee under this Legal Charge and the Chargee's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified out of the Property in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

10.3.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Legal Charge; or

10.3.2 any breach by the Chargor of any of its obligations under this Legal Charge
and the Chargor shall indemnify the Chargee and any Receivers against any such matters.

11. Grant of Easements

11.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this Legal Charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee requires to grant to the purchaser or other disponee the rights that the Property benefits from as set out in Schedule 1 and (to the extent the Chargor is able to grant the same) such other rights as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development).

11.2 If the Chargor fails to execute any deed of easement in accordance with its obligations in clause 11.1, the Chargor hereby irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.

12. Release

12.1 The Chargee will, within 5 Working Days of receipt of the Deferred Consideration execute and deliver to the Chargor's Solicitors Form DS1 and the relevant Land Registry forms as

necessary to unconditionally and irrevocably release the Property from the security interests created by this Legal Charge and the restriction created pursuant to clause 3.2

12.2 The Chargor may at any time or times in advance of payment of the Deferred Consideration by not less than 10 Working Days' notice to the Chargee request the issue of Releases executed by the Chargee for such parts of the Property as the Chargor may require, such request to be accompanied by the form of Release required to be executed and payment to the Chargee of the Release Fee by way of cleared funds. Each payment of a Release Fee shall be treated as part payment of the Deferred Consideration and reduce the amount due to the Chargee on the date for payment of the next Instalment Amount.

12.3 In relation to the remainder of the Property not released pursuant to clause 12.2 above the Chargor may by not less than 10 Working Days' notice to the charge request the issue of the Release executed by the Chargee for such parts of the Property as shall comprise an Exempt Disposal without payment of a Release Fee and completed Land Registry forms for the modification/removal of the Restriction from the Proprietorship Register, such request to be accompanied by the form of Release or consent as may be required to be executed by the Chargee.

12.4 The Chargee must at the request and reasonable and proper cost of the Chargor take whatever action is reasonably necessary to execute any release and reassign the Property assigned under this Deed in accordance with clause 12.2.

12.5 If the Chargee fails to execute any Release or to complete any relevant Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clauses 12.1 to 12.4, the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release and/or Land Registry form(s).

13 Miscellaneous

13.1 Enforcement of Security

The Chargee undertakes that it will not seek to enforce the security constituted by this Legal Charge without first having served on the Chargor a notice specifying its intention to enforce and specifying the Event of Default, and during the period of 10 working days immediately following service of any such notice the Chargee will not enforce its security.

13.2 Remedies Cumulative

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

13.3 Substituted Security

The Chargee shall release the Property from this Legal Charge upon presentation to it by the Chargor of such substituted form of security as shall be acceptable to the Chargee (acting reasonably and without delay).

13.4 Assignment

Neither the Chargor nor the Chargee may assign or transfer any of its obligations under this Legal Charge or enter into any transactions which would result in any of those obligations passing to another person and the Chargee cannot assign the benefit of this Charge to third parties.

14. Provisions severable

Each provision of this Legal Charge is severable and distinct from the others and, if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired.

15. Notices

15.1 Form of notices

Any notice served under this Legal Charge is to be:

15.1.1 in writing;

15.1.2 signed by or on behalf of the Party giving it; and

15.1.3 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 it may notify in writing to the other Party at any time.

15.2 Time of receipt

If a notice is received after 5.00 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.

15.3 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:

15.3.1 if delivered by hand, at the time of delivery, or

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

16. **Contracts (Rights of Third Parties) Act 1999**

Each Party confirms that no term of this Legal Charge is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Legal Charge.

17. **Governing law and jurisdiction**

17.1 This Legal Charge and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by the law of England and Wales.

17.2 Subject to any provision of this Legal Charge which expressly permits or requires some other means of dispute resolution to be used, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in respect of any matter, dispute or claim arising out of or in connection with this Legal Charge (whether contractual or non-contractual in nature).

THIS LEGAL CHARGE has been executed as a deed by the Parties but is not delivered until dated.

SCHEDULE 1

The Property

That part of the land lying to the south west of Fountain Lane, Davenham, Northwich showed edged blue on the Plan forming part of the land currently registered at the Land Registry with Title Absolute under Title Numbers CH145722 and part of the freehold property to the south west of Fountain Lane, Davenham, Cheshire comprised within a conveyance dated 15 August 1984 and made between John Kinsey Jennings (1) and John Kinsey Jennings, Freda Margery Jennings, Christine Gay Jennings (2) with the benefit of the following rights over the Estate in common with the Chargor and all others who have such or similar rights:

1. a pedestrian and vehicular right of way over the Estate at all times and for all purposes to gain access to and from the Property, provided that the Chargor (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised
2. to enter the Estate to make connections to the Service Media in the Estate and to install additional Service Media in the Estate
3. to the supply of Utilities to and from the Property by means of the Service Media in the Estate
4. to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Service Media
5. of support and protection afforded by the Estate for any building erected on the Property
6. All rights of entry are subject to the following conditions:
 - 6.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 6.2 entry shall not be exercised over the curtilage of any dwellings;
 - 6.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 6.4 entry can be exercised with and without workmen and appliances if necessary;
 - 6.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done;
 - 6.6 the route of any additional Service Media to be laid shall first be agreed by the Chargor or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

SCHEDULE 2

Undertakings

1 Compliance with covenants etc:

Observe and perform all covenants affecting the Property (whether imposed by agreement, statute or otherwise).

2 Property outgoings:

Punctually pay, or cause to be paid, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier of it.

3 Orders and proposals:

Within ten days of receipt send to the Chargee copies of any material notice or order (or proposal for the same) given issued or made to the Chargor by any local or other authority (whether under agreement, statute or otherwise) relating to the Property.

4 Possession of Property:

Not without the prior consent in writing of the Chargee to Dispose of the Property or permit any person:

- (a) to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition of those Acts; or
- (b) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property.

provided that it is agreed that these restrictions shall not apply to any Exempt Disposal and any agreement or deed referred to in clause 4 of this Legal Charge.

SCHEDULE 3

Insurance

- 1 Keep the Property insured on the Chargor's usual group insurance policy against loss or damage by such risks usually insured against by prudent businesses or which the Chargor reasonably requires to its full replacement or reinstatement value for the time being (excluding a commercially acceptable excess) together with all demolition and debris removal costs and all architects, surveyors, engineers and other professional fees for rebuilding the Property (plus VAT where applicable) (the "Insurance");
- 2 Punctually (or within any agreed credit period) pay all premiums for the Insurance.
- 3 To provide to the Chargee upon written request the policy or policies of such insurance which are in their possession and the receipt for every payment of premium

SCHEDULE 4

Events of Default

1 Breach of obligations to the Chargee

The failure by the Chargor to pay or discharge the Secured Obligations pursuant to clause 2 or to comply with any other provision of this Legal Charge.

2 Insolvency

The Chargor is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (e) or (2) Insolvency Act 1986 or otherwise becomes insolvent or stops or suspends making payments with respect to all or any class of its debts or announces an intention to do so.

3 Appointment of Receivers and Managers

An administrative or other receiver is appointed of any part of the assets and/or undertaking of the Chargor or any other steps are taken to enforce any security over all or any part of the assets of the Chargor.

4 Compositions

Any formal steps are taken, or negotiations commenced, by the Chargor or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Chargor and any of its creditors.

5 Security defective

Any part of the security constituted by this Legal Charge fails or ceases in any respect to have full force and effect or to be continuing or is disputed or challenged or becomes in jeopardy, invalid or unenforceable.

SIGNED as a DEED by)

BELLWAY HOMES LIMITED)

acting by two Directors or by a Director)

and its Secretary:)

Director

Director/Secretary

SIGNED as a DEED by

CHRISTINE GAY JENNINGS

in the presence of:

Witness Name

Witness Address

SIGNED as a DEED by

JENNIFER MAY ASHLEY

in the presence of:

Witness Name

Witness Address