

MR01

Particulars of a charge

155285/23

laserform



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A fee is be payable with this form
Please see 'How to pay' on the last page.

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

☒ **What this form is**
You may not use th
register a charge w
instrument. Use for



lease
cuse

This form **must be delivered to the Registrar for registration**
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

460 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 d0 d3 m1 m0 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 Elizabeth Jane Harley

Name Neil Sinclair Harley

Name Mark Charles John Chard

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.

MR01

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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

Land at Semington Road, Melksham shown hatched blue and hatched green on the plan attached to the instrument (more particularly described on page 2 of the instrument under the definition '**Property**')

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).

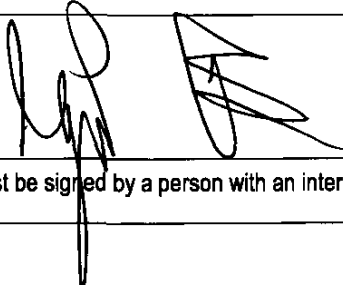
9 Signature

Please sign the form here.

Signature

Signature

X



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 Robert Morgan

Company name Hugh James

Address Hodge House

114-116 St Mary Street

Post town Cardiff

County/Region

Postcode C F 1 0 1 D Y

Country

DX DX 33000 Cardiff 1

Telephone 02920 224871



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 0460

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2017.

dy

Given at Companies House, Cardiff on 27th October 2017



Companies House



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

FREETHS

(1) **ELIZABETH JANE HARLEY, NEIL SINCLAIR
HARLEY and MARK CHARLES JOHN CHARD**

(2) **BELLWAY HOMES LIMITED**

Legal charge

Relating to Land at Semington Road, Melksham

We hereby certify this to be a true

Copy of the original

Dated this 10 day of Oct 17.

Signed

Ref:

LC 6017059/2

Tel:

+44 (0)1865 781000

Email:

hugh.james@freeths.co.uk

Hedge House

114-116 St Mary Street

Cardiff

CF10 1DY

Freeths LLP, 5000 Oxford Business Park South, Oxford OX4 2BH DX
45418 Cowley

Contents

Clause

1.	Definitions and interpretation	1
2.	Covenant to pay	5
3.	Grant of security	5
4.	Rights	5
5.	Perfection of security	5
6.	Covenants	6
7.	Power of attorney	7
8.	Certain powers of the Lender: Enforcement	8
9.	Appointment and Powers of Receiver	8
10.	Application of Proceeds; Purchasers	10
11.	Release	10
12.	Continuing security	10
13.	Miscellaneous	10
14.	Counterparts	11
15.	Notices	11
16.	Law	11

THIS DEED is dated 3 October 2017

Parties

- (1) **BELLWAY HOMES LIMITED** incorporated and registered in England and Wales with company number 00670176 whose registered office is at Seaton Burn Houde, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (**Borrower**).
- (2) **ELIZABETH JANE HARLEY** and **NEIL SINCLAIR HARLEY** both of Valley Farm, Chitterne, Warminster BA12 0LT and **MARK CHARLES JOHN CHARD** of Broadslade Cottage, Horningsham, Warminster, Wiltshire (**Lender**).

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Development: means the development of the Site in accordance with the Planning Permission and any works proposed or carried out in connection with or ancillary to the Planning Permission.

Event of Default:

- a) a failure by the Borrower to pay or discharge the Secured Liabilities pursuant to clause 2 of this Legal Charge and such failure is not remedied within the next two Business Days from the due date for payment;
- b) a failure by the Borrower to comply with any provision of this Legal Charge and, if the Lender reasonably considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of i) the Lender notifying the Borrower of the default and ii) the Borrower becoming aware of the default and the remedy required; or
- c) the Borrower i) stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due; or ii) a petition for insolvency, winding-up, administration or receivership is presented against the Borrower.

Expert: a Fellow of the Royal Institution of Chartered Surveyors appointed by the parties or, in the absence of agreement, appointed on the application of either party by the President of the Royal Institute of Chartered Surveyors;

Plan: the plan attached to this contract at Annexure 1

Planning Permission: the detailed planning permission granted by Wiltshire Council pursuant to an application by the Lender under planning application number 16/00497/OUT including any amendments or variations to such planning permission

Property: the property shown hatched blue and hatched green on the Plan and forming part of the Site. ✓

Receiver: any one or more receivers and/or managers appointed by the Lender pursuant to this Legal Charge in respect of the Borrower or over all or any part of the Property

Rights: all appropriate, reasonable and necessary rights for the proper use and enjoyment of the Property granted excepted and reserved over the Uncharged Land for the benefit of the Property which may be exercised if necessary in connection with the enforcement of or exercise of any powers under this Legal Charge which include, but are not limited to, the following:

- a) a pedestrian and vehicular right of way over the roads verges and footpaths now or later constructed on the Uncharged Land at all times and for all purposes to gain access to and from the Property;
- b) a right to enter upon the Uncharged Land to make connections to and use (including the supply of utilities such as sewage, water, gas, electricity, air and communication media) any estate roads and/or service media in relation to any development of the Property;
- c) a right to enter upon the Uncharged Land in order to carry out any development of the Property (including constructing any estate roads and/or service media on the Uncharged Land required to provide access and services to any development on the Property;
- d) a right to keep and use any projections incidental to any building erected on the Property;
- e) a right to support and protection afforded by the Uncharged Land for any building erected on the Property; and
- f) any other rights over the Uncharged Land that may be required to allow the Lender to comply with the obligations contained in the S.106 Agreement;

Sale Agreement: the agreement for the sale and purchase of the Site made between (1) the Lender and (2) the Borrower and dated

Secured Liabilities: the Deferred Payment as defined in the Sale Agreement and any costs or expenses payable under this Legal Charge due in respect of it, if any.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Legal Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Site: the freehold property at Semington Road, Melksham, Wiltshire extending to circa 20 acres and registered at HM Land Registry with absolute title under title numbers WT185371 (whole), WT185363 (part), WT424947 (whole) and WT416289 (whole) and shown edged red on the Plan which excludes a 0.5m wide strip of land along the northern, eastern and southern boundaries of the Property shown between points A to B, B to C and C to D on the Plan and registered at HM Land Registry with absolute title under title number WT185363.

S.106 Agreement: the s.106 agreement relating to the Property and the Retained Land dated 16 May 2017 and made between (1) Wiltshire Council (2) Mark Charles John Chard (3) Elizabeth Jane Harley and Neil Sinclair Harley (4) Lloyds Bank Private Banking Limited (5) Melksham Without Parish Council

Uncharged Land: the Site excluding the Property

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

1.2 Interpretation

In this Legal Charge:

- (a) clause headings shall not affect the interpretation of this Legal Charge;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Legal Charge shall be binding on, and enure to the benefit of, the parties to this Legal Charge and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this Legal Charge** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) *from time to time*;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this Legal Charge;
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (p) 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.

2. Covenant to pay

The Borrower hereby covenants that it will discharge and pay to the Lender the Secured Liabilities in accordance with the provisions of clauses 13.1 and 13.11 of the Sale Agreement.

3. Grant of security

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first legal mortgage, the Property and all buildings from time to time on or forming part of such property together with all rights, easements and privileges appurtenant to, or benefitting, the same.

4. Rights

The Borrower and the Lender shall procure that in the event of any disposal of the Property by the Lender or any receiver (other than by way of a charge or legal mortgage):

- (a) prior to or concurrently with such disposal, the Rights are granted over the Uncharged Land for the benefit of the Property;
- (b) all appropriate, reasonable and necessary rights for the proper use and enjoyment of the Uncharged Land are granted or excepted and reserved (as the case may be) out of the Property for the benefit of the Uncharged Land; and
- (c) prior to the grant, exception or reservation of such rights referred to in this clause 4 and the entering into of any appropriate covenants, that the form of the assurance containing such rights, exceptions, reservations and covenants shall be proposed by the Lender and approved by the Borrower, such approval not to be unreasonably withheld or delayed

5. Perfection of security

- 5.1 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the part of the registered estate by the proprietor of the registered estate edged hatched blue and hatched green on the Plan, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Elizabeth Jane Harley, Neil Sinclair Harley and Mark Charles John Chard referred to in the charges register or their conveyancer."

- 5.2 At any time on or after an Event of Default if requested by the Lender the Borrower will at its own cost use reasonable endeavours to provide to the Lender an irrevocable, non-exclusive, non-terminable, royalty-free license to copy and make full use of any materials, designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials prepared for the Development (in so far as it relates to the Property), such license to be transferable to third parties without the consent of the Borrower and to be in a form approved by the Lender (such approval not to be unreasonably withheld or delayed) ("the License").
- 5.3 In the event of dispute between the parties in relation to the License which cannot be resolved within a reasonable period then such dispute may be referred for determination by the Expert on the application of either party and if either party serves notice on the other implementing this provision the parties shall do all such things as are necessary to give effect to the Expert's appointment.
- 5.4 The Borrower shall if and when at any time required by the Lender do all such acts and things as the Lender shall from time to time reasonably require to perfect the security intended to be created by this Legal Charge over the Property or any part thereof.
- 5.5 If any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this Legal Charge, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the notice, as applicable, is withdrawn or cancelled.

6. Covenants

The Borrower hereby covenants with the Lender that the Borrower shall:

- 6.1 not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this Legal Charge except in so far as such act or thing is carried out as part of the Development;
- 6.2 comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
- 6.3 insure and keep insured the Property against injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £10,000,000 for any one occurrence or series of occurrences arising out of the same event;

- 6.4 not, without the prior written consent of the Lender (which consent shall not be unreasonably withheld), enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property, unless the creation of such an obligation, overriding interest, easement or right is a condition of the Planning Permission or necessary or ancillary to the Development;
- 6.5 within 5 Business Days of demand, pay to, or reimburse, the Lender 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) reasonably incurred by the Lender or any Receiver in connection with:
- (a) this Legal Charge or the Property;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this Legal Charge; or
 - (c) taking proceedings for, or recovering, any of the Secured Liabilities.
- 6.6 indemnify the Lender and each Receiver and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
- (a) the exercise of any of the rights, powers, authorities or discretions vested in them under this Legal Charge or by law in respect of the Property;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge; or
 - (c) any default or delay by the Borrower in performing any of its obligations under this Legal Charge.

7. Power of attorney

- 7.1 Following an Event of Default, by way of security, the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:
- (a) the Borrower is required to execute and do under this Legal Charge;
or

- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Legal Charge or by law on the Lender or any Receiver.

8. Certain powers of the Lender: Enforcement

- 8.1 At any time on or after an Event of Default or if requested by the Borrower, the Lender may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Legal Charge and all the powers and discretions conferred by this Legal Charge on a Receiver either expressly or by reference.
- 8.2 Following an Event of Default the Lender 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 Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.
- 8.3 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this Legal Charge. Any monies reasonably and properly expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this Legal Charge shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

9. Appointment and Powers of Receiver

- 9.1 At any time after an Event of Default or if requested by the Borrower, the Lender may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Property or any part thereof. 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 Lender may specify to the contrary in the appointment. The Lender may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.
- 9.2 Any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.
- 9.3 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 Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the expense of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to the Property or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) take possession of, collect and get in all or any of the Property;

- (b) manage, develop, alter, improve or reconstruct the Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Property or concur in so doing 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 Borrower or otherwise;
- (d) make and effect such repairs, renewals and improvements to the Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances;
- (e) appoint managers, agents, officers and employees for any of the purposes referred to in this clause 9.3 or to guard or protect the Property at such salaries and commissions as are reasonable and proper and for such periods and on such terms as he may determine (acting reasonably) and may dismiss the same;
- (f) without any further consent by or notice to the Borrower exercise for and on behalf of the Borrower all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other 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;
- (g) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Property or any part thereof or submit to arbitration as he may think fit; and
- (h) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Legal Charge.

9.4 The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. 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.

10. Application of Proceeds; Purchasers

- 10.1 All moneys received by the Lender 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 Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Lender in his absolute discretion may from time to time conclusively determine.
- 10.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender 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.

11. Release

When the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full (but not otherwise) the Lender shall, at the request and cost of the Borrower, promptly take whatever action is necessary including the submission of a DS1 form at Land Registry to release the Property from the security constituted by this Legal Charge.

12. Continuing security

The security constituted by this Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Legal Charge in writing or the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

13. Miscellaneous

- 13.1 No failure or delay on the part of the Lender 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.
- 13.2 Any appointment or removal of a Receiver and any consents under this Legal Charge may be made or given in writing signed by the Lender or any successors or assigns of the Lender.
- 13.3 Any liability or power which may be exercised or any determination which may be made under this Legal Charge by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.
- 13.4 Each of the provisions 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 thereby.

13.5 No Security expressed to be created under this Legal Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

13.6 This Legal Charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property in accordance with its terms.

14. **Counterparts**

This Legal Charge may be executed and delivered in any number of counterparts, each of which shall constitute a duplicate original, and which together shall constitute one agreement.

15. **Notices**

15.1 Any notice, communication or demand for payment by the Lender to the Borrower under this Legal Charge shall be in writing and shall be delivered by recorded delivery to the following address: Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE.

15.2 Any notice or communication by the Borrower to the Lender under this Legal Charge may be in writing and may be delivered by recorded delivery to the addresses stated at the beginning of this Legal Charge or may be sent by email to such address(es) as the Lender notifies the Borrower from time to time.

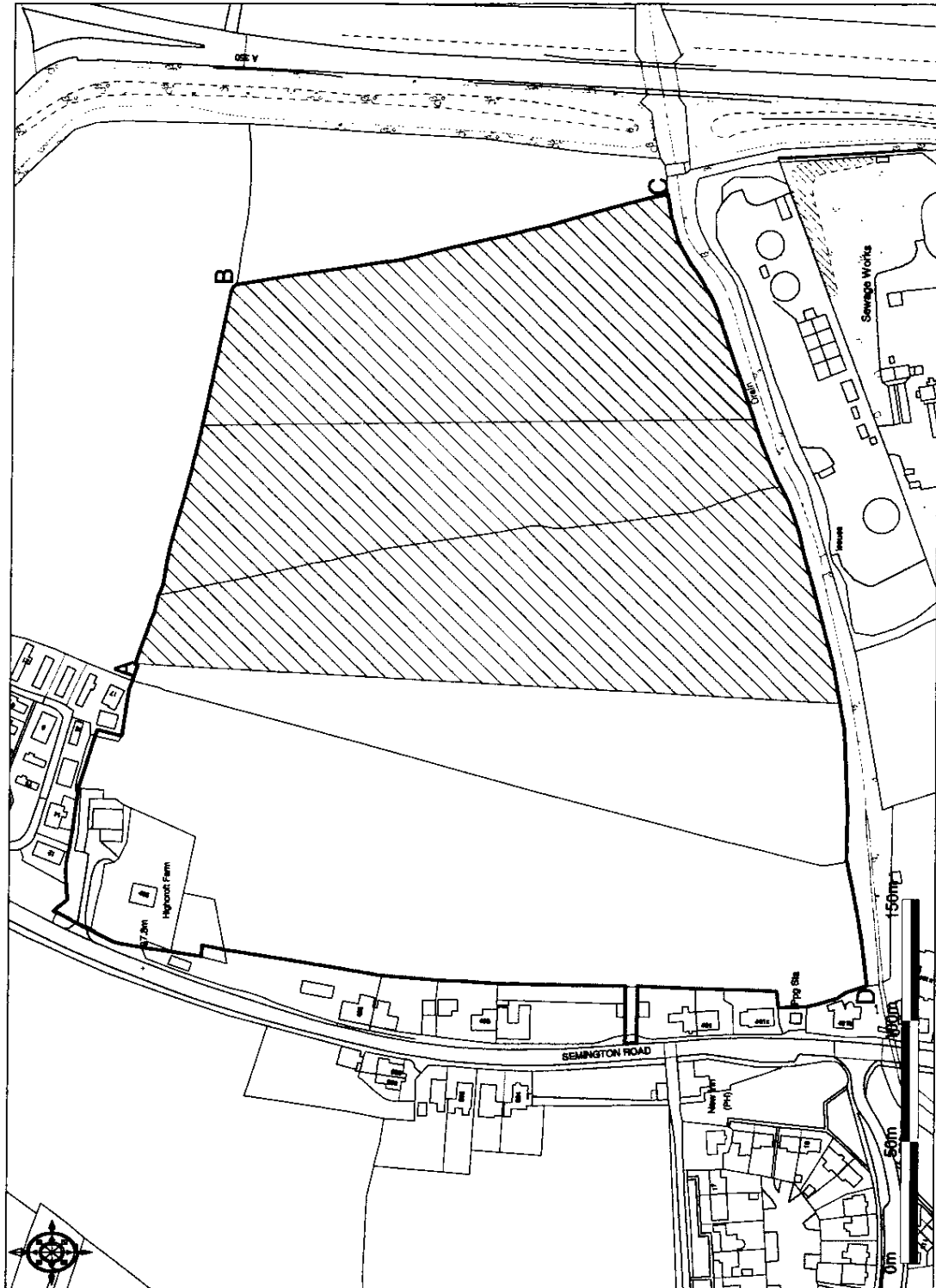
16. **Law**

This Legal 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 the law of England and Wales.

IN WITNESS whereof this Legal Charge has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Legal Charge.

Charge Plan - Land at Semington Road, Melksham

Annexure 1



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SIGNED as a DEED

by **ELIZABETH JANE HARLEY**

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS).....

Address

.....

.....

SIGNED as a DEED

by **NEIL SINCLAIR HARLEY**

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS).....

Address

.....

.....

SIGNED as a DEED

by MARK CHARD

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS).....

Address

.....

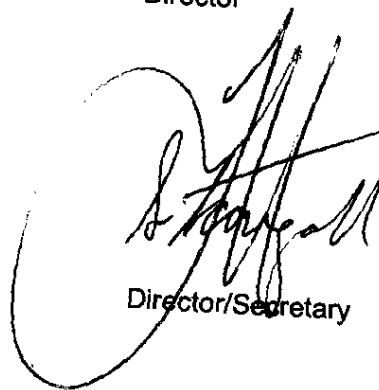
.....

Signed as a **DEED** by

BELLWAY HOMES LIMITED

acting by

Director

A large, stylized handwritten signature in black ink, appearing to read 'S. Hayball', is written over the printed text 'Director/Secretary'. The signature is fluid and cursive, with a large loop at the beginning.

Director/Secretary