



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X7H55F7U

Received for Electronic Filing: **23/10/2018**

Details of Charge

Date of creation: **17/10/2018**

Charge code: **0067 0176 0494**

Persons entitled: **GEOFFREY IAN WALMSLEY, JOHN CHARLES WALMSLEY, JULIA DOROTHY MANZINI AND JEAN HELEN COUPE**

Brief description: **THE FREEHOLD PROPERTY AT GREY GABLES FARM, 257 BRINDLE ROAD, BAMBER BRIDGE, PR5 6YL AND REGISTERED AT HM LAND REGISTRY UNDER A TITLE NUMBER TO BE ALLOCATED BY THE LAND REGISTRY AND THAT PREVIOUSLY FORMED PART OF TITLE LAN130113**

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 0494

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2018 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2018 .

Given at Companies House, Cardiff on 25th October 2018

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 17 October 2018

(1) BELLWAY HOMES LIMITED

(2) GEOFFREY IAN WALMSLEY, JOHN CHARLES
WALMSLEY, JULIA DOROTHY MANZINI and JEAN HELEN
COUPE

Legal Charge

relating to land at Brindle Road, Bamber Bridge

DATE:

17 October

2018

PARTIES:

- (1) **BELLWAY HOMES LIMITED** incorporated and registered in England and Wales with company number 00670176 whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle-upon-Tyne NE13 6BT5 (the **Buyer**); and
- (2) **GEOFFREY IAN WALMSLEY** of 57 Curedale Lane, Preston PR5 4BP, **JOHN CHARLES WALMSLEY** of 43 Curedale Lane, Preston PR5 4BP, **JULIA DOROTHY MANZINI** of Via Giovanni Piantanida 17 50127 Florence FL and whose address for service in England and Wales is c/o 57 Curedale Lane, Preston PR5 4BP and **JEAN HELEN COUPE** of Sheringham Lodge, Quarter Brook Lane PR5 0JA (the **Seller**).

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply in this deed:

Act of Insolvency
occurs:

- (a) If a creditor levies distress or execution on, or any other person enforces his security or any judgement or order over, the whole or any material part of the Mortgagor's assets;
- (b) in all cases where the Mortgagor is a company and any person takes any steps under Schedule B1 of the Insolvency Act 1986 to appoint an administrator (including without limitation the making of an application or the filing of a notice of intention or appointment);
- (c) if a receiver is appointed over any of the property or assets of the Mortgagor;
- (d) if the Mortgagor becomes insolvent or unable to pay its debts as they fall due (or is deemed unable so to pay) in accordance with section 123 of the Insolvency Act 1986; or
- (e) a petition is presented in any Court or a meeting is convened for the purpose of considering a resolution for the winding up of the Mortgagor (except in the case of a re-construction or amalgamation in circumstances where the Mortgagor remains solvent);

Dispose or Disposal

includes any disposal, sale, transfer, assent, lease, surrender, assignment, loan, parting with or sharing of control, possession or occupation and any agreement, commitment or option in respect of the same;

Dwelling

any dwellinghouse, apartment or other unit of accommodation (which shall include any garage and/or car parking space whether sold together with such dwellinghouse apartment or other unit of accommodation or by way of separate transaction), including any garden or other curtilage;

Interest

interest at the Interest Rate for the time being and from time to time (as well after as before judgement);

Interest Rate

a rate of 4% per annum above the base rate of The Royal Bank of Scotland plc from time to time;

Mortgagor

the party of the first part namely Bellway Homes Limited and its successors in title;

Mortgagor's Solicitors

Gateley plc of Minerva, 29 East Parade, Leeds LS1 5PS (ref 052264.653/JEK)

Permitted Disposal

- (a) the Disposal, dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or
- (b) the dedication/adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980; and/or
- (c) the Disposal of any part of the Property which is properly required to comply with the requirements of any Works Agreement; and/or
- (d) the Disposal of any part of the Property as common parts, open space, amenity land or similar and required pursuant to any planning permission to the local authority a management company or similar or the Disposal of land intended for use as a gas governor pumping station or similar infrastructure; and/or
- (e) the Disposal of the freehold reversion of any building or Dwelling on the Property; and/or
- (f) Disposal to a transferee or lessee of a completed Dwelling or Dwellings save that this shall constitute no more than 170 Dwellings; and/or
- (g) the grant of an easement; and/or
- (h) a Disposal to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider; and/or
- (i) a garage erected or to be erected underneath a Dwelling;

Property

the freehold property at Grey Gables Farm, 257 Brindle Road, Bamber Bridge PR5 6YL and registered at the Land Registry under a title number to be allocated by the Land Registry and that previously formed part of title LAN130113;

Repayment Sum

£3,000,000 (three million pounds);

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;

Seller's Solicitors

Forbes Solicitors of Rutherford House, Blackburn, BB1 8DD (ref. MJ/17.626);

Transfer

the Transfer of the Property dated [17 October] 2018 made between the Seller (1) and the Mortgagor (2)

Works Agreement

all or any of the following as the case may be:

- (a) 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 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; and/or
- (b) 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 County Planning Act 1990;

1.2 Unless the context otherwise requires:

- 1.2.1 The singular includes the plural and vice versa
- 1.2.2 References to persons include references to firms companies or corporation and vice versa and
- 1.2.3 References in the masculine gender include references in the feminine or neuter genders and vice versa
- 1.2.4 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned
- 1.2.5 References to any statutory provisions shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.
- 1.2.6 Clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation.
- 1.2.7 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 1.2.8 A waiver of any right or remedy under this Deed or by law or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision;
- 1.2.9 A failure to exercise or a delay in exercising any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Seller shall be effective unless it is in writing.

2. REPAYMENT SUM

In consideration of the Transfer the Mortgagor hereby covenants that it will pay to the Seller the Repayment Sum free from any legal or equitable right of set off on the 15th October 2019 or, if earlier, immediately on written demand if:

- 2.1 the Mortgagor is in material breach of any term, condition, covenant or provision of, or to perform any of its obligations or liabilities under this security and that breach has not been rectified or remedied within twenty working days of written notice being given; or

2.2 any Act of Insolvency occurs

3. **INTEREST**

3.1 In the event of any instalment of the Repayment Sum not being paid by the due date for the payment thereof the Mortgagor shall pay to the Seller Interest on the Repayment Sum (or so much of it as may from time to time remain outstanding) at the Interest Rate from the due date for payment of the Repayment Sum (or any due amount remaining outstanding at the due date).

3.2 If any Interest payable under this security is not paid within 14 days after the due date for payment it shall be capitalised and added to the Repayment Sum and be charged on the Property and bear interest from the due date for payment at the Interest Rate and all covenants and provisions contained in this mortgage and all powers and remedies confirmed by law or by this mortgage and all rules of law or equity relating to the Repayment Sum and Interest on it shall equally apply to the capitalised arrears of interest and to interest on them.

4. **COSTS CHARGES AND EXPENSES**

4.1 The Mortgagor covenants with the Seller in the event of any breach by the Mortgagor of any of its obligations herein contained to pay to the Seller on written demand all reasonable and proper costs, charges, expenses and liabilities properly paid and actually incurred by the Seller following any such breach in relation to the enforcement of the security constituted by and the obligations owed under and associated with this Deed (including reasonable and proper legal and other professional costs and fees and disbursements and VAT on them) together with Interest from the date when the Seller becomes liable for them until the payment by the Mortgagor at the Interest Rate, such interest to be payable in the same manner as interest on the Repayment Sum

4.2 Without prejudice to the generality of the provisions of that clause, the Mortgagor's liability under clause 3.2.3 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and a mortgagee but also (and insofar as they are not so allowable) those incurred in relation to or arising out of:

4.2.1 the reasonable contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;

4.2.2 the reasonable contemplation and institution of all proceedings and other action (whether against the Mortgagor or otherwise) in relation to the payment or discharge of the money and liabilities secured by or associated with this Deed;

4.2.3 the reasonable exercise or contemplated exercise of any power, right or discretion conserved by this Deed or by law on the Seller

4.2.4 any default by the Mortgagor or any surety in compliance with the obligations imposed by the terms of this security or associated with it;

4.2.5 any impeachment or attempted impeachment of the title of the Seller (whether by the Mortgagor or by a third party) or of the title of the Mortgagor; and

4.2.6 the reasonable contemplation or doing of any other matter or thing which the Seller considers to be for the benefit or improvement of the security.

5. **LEGAL CHARGE**

The Mortgagor with full title guarantee hereby charges by way of first legal mortgage the Property in favour of the Seller.

6. **MORTGAGOR'S REPRESENTATIONS AND WARRANTIES**

The Mortgagor represents and warrants to the Seller that:

6.1 the execution of, and observance and performance of its obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement; and

- 6.2 the execution of and observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association;
- 6.3 it is the sole legal and beneficial owner of the Property;
- 6.4 the Property is free from any Security other than the Security created by this Deed;
- 6.5 no Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise;
- 6.6 this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Mortgagor and is and will continue to be effective security over all and every part of the Property in accordance with its term;
- 6.7 The warranties set out in this clause 5 are deemed to be repeated on each and every day starting on the date of this Deed and ending on the date on which the Seller is satisfied that all liabilities under this Deed have been fully discharged by the Mortgagor.

7. MORTGAGOR'S COVENANTS AS TO THE PROPERTY

The Mortgagor covenants with the Seller as set out below:

- 7.1 The Mortgagor will punctually pay and indemnify the Seller against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which become imposed upon or payable in respect of the Property or any part of it.
- 7.2 The Mortgagor will ensure that any legislation regulations or by laws for the time being in force applicable to the Property are complied with in all material respects.
- 7.3 The Mortgagor will materially comply with all conditions attached to any planning permission for any development of the Property within the provisions of the Town & Country Planning Act 1990.
- 7.4 The Mortgagor will materially observe and perform all environmental laws, regulations, directives and Codes of Practice affecting the Property.
- 7.5 The Mortgagor will materially observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Mortgagor and the Mortgagor will keep the Seller indemnified against all proceedings and claims on account of any such breach of those terms and all expenses damages and costs incurred by the Seller in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property
- 7.6 The Mortgagor shall not do or permit to be done any act or thing that would depreciate, jeopardise or otherwise prejudice the security held by the Seller or materially diminish the value of the Property or the effectiveness or the security created by this Deed.
- 7.7 The Mortgagor shall permit the Seller and any receiver appointed by the Seller and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice subject to the person requiring entry complying with the Mortgagor's reasonable health and safety requirements.

8. SELLER'S POWERS AND RIGHTS

8.1 Exercise of Statutory Powers

Section 103 of the Law of Property Act 1925 shall not apply to this security and at any time after the money secured by this Deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property without restrictions contained in that Act as to the giving of notice or otherwise.

8.2 Extension of Statutory Powers

- 8.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Seller may think fit.

- 8.2.2 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Seller shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property or has appointed a Receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction and in such manner and on such terms and conditions that it shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Sections 99 and 100 shall be deemed to have been enacted with the omission of Sections 99 (18) and 100 (12).
- 8.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Seller may at its absolute discretion exercise any power which a receiver appointed by it could exercise.
- 8.2.4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Seller or the person exercising them to the Mortgagor or any other interested person (whether in negligence or otherwise)

8.3 Power to Appoint a Receiver

- 8.3.1 At any time after this security becomes enforceable, or at the request of the Mortgagor, the Seller may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.
- 8.3.2 The Seller may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.
- 8.3.3 The Seller may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.
- 8.3.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 8.3.5 Where more than one receiver is appointed they shall have the power to act severally.
- 8.3.6 Any receiver so appointed shall be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts or default and for his remuneration.
- 8.3.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in Section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict, the terms of this Deed will prevail.
- 8.3.8 In addition, any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the administration or liquidation of the Mortgagor to do or omit to do anything which the Mortgagor could do or omit to do in relation to all or any part of the Property.
- 8.3.9 All money received by any receiver shall be applied by him:-
- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
 - (b) in payment to the receiver of such remuneration as may be agreed between him and the Seller at or any time and from time to time after, his appointment
 - (c) in or towards satisfaction of the amount owing on this security

and the surplus (if any) shall be paid to the Mortgagor or other persons entitled to it

8.4 Rights to Consolidate

Section 93 of the Law of Property Act 1925 (restricting the Seller's right of consolidation) shall not apply to this security.

8.5 Protection of Persons Dealing with the Seller or a Receiver

No person dealing with the Seller or any receiver appointed by it shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:-

- 8.5.1 whether this security has become enforceable;
- 8.5.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 8.5.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 8.5.4 whether any money remains due under the security;
- 8.5.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Seller or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see the application or being answerable for the loss or misapplication of such money

- 8.6 Neither the Seller, nor any receiver appointed by the Seller shall be liable to account as mortgagee in possession in respect of all or any part of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, or any of the Property for which a Mortgagee in possession might be liable as such.

9. INDULGENCE AND WAIVER

The Seller may at any time or time without discharging or diminishing in any way prejudicing or affecting this security or any right or remedy of the Seller under this mortgage grant to the Mortgagor, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect of fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from and against the Mortgagor or any other person.

10. VALIDITY OR SEVERABILITY

- 10.1 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 shall not be affected or impaired.
- 10.2 If this Legal Charge is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound and if those who are not bound have not been parties to the security.

11. RESTRICTION

- 11.1 The Mortgagor covenants with the Seller not to dispose of the whole or any part of the Property (other than by way of a Permitted Disposal) without the prior written consent of the Seller.

- 11.2 The Mortgagor and the Seller hereby apply to the Land Registrar to enter in the register of the title to the Property a restriction in the following terms:

"No disposition of the Property by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of a charge dated [17 October] 2018 made between (1)

Bellway Homes Limited and (2) Geoffrey Ian Walmsley, John Charles Walmsley, Julia Dorothy Manzini and Jean Helen Coupe has been complied with or does not apply to the disposition"

11.3 The Buyer shall be entitled to apply for the withdrawal of the restriction in relation to the part of the Property relevant to the Permitted Disposal and:

11.3.1 that disponees of Permitted Disposals (and their successors in title and anyone deriving title from any of them) shall not be bound by the provisions of this Deed;

11.3.2 the Land Registry title(s) to the interest(s) transferred or created by Permitted Disposals shall be free from the restriction set out in clause 11.2 and free from any other reference to the provisions of this Agreement;

11.3.3 the Seller hereby grants to Buyer a power of attorney for the purposes of executing any such Land Registry Form DS3 and RX4;

11.3.4 the Seller hereby consents to the withdrawal of the restriction in relation to any part or parts of the Property which have been the subject of a Permitted Disposal; and

11.3.5 the provisions of this clause 11.3.5 constitute a Consent as defined in paragraph 98 of the Land Registration Rules 2003 and the Buyer shall be entitled to submit a copy of this agreement to the Land Registry (with pertinent commercial terms redacted) as evidence of the Seller's consent should this be required.

and the Seller shall at the reasonable and proper cost of the Mortgagor provide the Mortgagor with such reasonable assistance as is requested by the Mortgagor to give effect to the provisions of this clause 11.3

12. **SELLER'S OBLIGATIONS**

12.1 **Withdrawal of restriction**

12.1.1 The Seller shall, within 10 Working Days of receipt by the Seller or the Seller's Solicitors of the Repayment Sum execute, complete and deliver to the Mortgagor's Solicitors such Land Registry form DS1 and/or RX4 and/or other relevant Land Registry form(s) as are provided to the Seller by the Mortgagor's Solicitors as to unconditionally and irrevocably release the Property shown from the security interests created by this Charge and the restriction created pursuant to clause 11.2.

12.1.2 If the Seller fails to comply with its obligations in this clause 12 the Seller hereby irrevocably appoints the Mortgagor its attorney by way of security to execute the relevant Land Registry form(s) to withdraw the restriction.

12.2 **Works Agreements**

12.2.1 The Seller shall if so required by Mortgagor (but for the purposes of dedication only) and at its own expense enter into any Works Agreements or any provision of similar intent which are required to procure the construction, maintenance and (if applicable) adoption of the roads and sewers and the long term maintenance of services in connection with the residential development of the Property provided that the Seller shall not be required to undertake any obligations in any such agreement and shall be a party thereto purely for the purpose of confirming its consent thereto as Mortgagee.

12.2.2 If the Seller fails to comply with its obligations in clause 12.2.1 the Seller hereby irrevocably appoints the Mortgagor its attorney by way of security to execute the relevant Works Agreement.

12.3 **Miscellaneous**

So long as the Mortgagor shall pay to the Seller the payments due in accordance with this deed in the manner prescribed the Seller will not enforce this security.

13. **INDEMNITY**

- 13.1 The Mortgagor shall indemnify the Seller, each receiver appointed by the Seller 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, 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:

- 13.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Property;
- 13.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 13.1.3 any default or delay by the Mortgagor in performing any of its obligations under this Deed.

14. FURTHER ASSURANCE

The Mortgagor shall, at its own expense, take whatever action the Seller or any Receiver appointed by the Seller may reasonably require for:

- 14.1 Creating, perfecting or protecting the security intended to be created by this Deed;
- 14.2 Facilitating the exercise of any right, power, authority or discretion exercisable by the Seller or any Receiver appointed by the Seller in respect of any of the Property including, without limitation (if the Seller or any Receiver appointed by it thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Property whether to the Seller or its nominee (whether to the Seller or its nominee) and the giving of any notice, order or direction and the making of any registration.

15. NOTICES

Any notice:

- 15.1 to be served on the Seller hereunder shall be in writing and shall be deemed to be duly served if sent through the post by pre-paid First Class Registered or Recorded Delivery letter addressed to the Seller at the address given in this deed or such new address as shall be notified to the Mortgagor together with a copy sent as aforesaid to the Seller's Solicitors at the address notified to the Mortgagor in writing from time to time
- 15.2 to be served on the Mortgagor under the provisions hereof shall be in writing and shall be deemed to be duly served if sent through the post by pre-paid First Class Registered or Recorded Delivery letter addressed to the Mortgagor at its registered office for the time being together with a copy sent as aforesaid to the Mortgagor's Solicitors at the address notified to the Seller in writing from time to time

16. GOVERNING LAW AND JURISDICTION

- 16.1 This mortgage shall be governed by and construed in accordance with English law.
- 16.2 It is irrevocably agreed for the exclusive benefit of the Seller that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such Courts.
- 16.3 Nothing in this clause shall limit the Seller's rights to take proceedings against the mortgagee in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

17. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of the counterparts together shall constitute one deed.

18. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any terms of this Deed. This does not affect any right or remedy of any third party which exists, or is available, apart from that Act. The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

IN WITNESS whereof the Mortgagor and the Seller have executed this document as a Deed the day and year written above

EXECUTED as a DEED by
BELLWAY HOMES LIMITED
acting by two directors or a director and its
secretary:

)
)
)
)

.....
Director

.....
Director / Secretary

SIGNED as a DEED by
GEOFFREY IAN WALMSLEY
in the presence of:

)
)

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
JOHN CHARLES WALMSLEY
in the presence of:

)
)

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
JULIA DOROTHY MANZINI
in the presence of:

)
)

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
JEAN HELEN COUPE
in the presence of:

)
)

Witness:

Name:

Address:

Occupation: