



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X711LVYY

Received for Electronic Filing: **05/11/2018**

Details of Charge

Date of creation: **26/10/2018**

Charge code: **0067 0176 0495**

Persons entitled: **RICHARD PETER MANN
RICHARD DAVID WHITE
FRANK RICHARD DAVID WEBSTER WHITE
ISAAC FLETCHER WATSON**

There are more than four persons entitled to the charge.

Brief description: **THE FREEHOLD PROPERTY SHOWN EDGED IN BLUE ON PLAN 1 OF THE INSTRUMENT.**

Contains fixed charge(s).

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: **NATALIE CAPLE, FOR AND ON BEHALF OF WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0495

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2018 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2018 .

Given at Companies House, Cardiff on 7th November 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**

26 October 2018

Legal Mortgage
relating to land at Kingston Grange, Lighthorne Heath, Warwickshire

Richard Peter Mann, Richard David White, Frank Richard David Webster
White and Isaac Fletcher Watson ⁽¹⁾

Bellway Homes Limited ⁽²⁾

CEG Land Promotions Limited ⁽³⁾

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DATE

26 October 2018

PARTIES

- (1) **Richard Peter Mann** of Hill Farm, Radford Semele, Leamington Spa CV31 1UX, **Richard David White** and **Frank Richard David Webster White** of Kingston Grange Farm, Banbury Road, Lighthorne, Warwick CV35 0AE and **Isaac Fletcher Watson** of Kingston Fields Farm, Banbury Road, Lighthorne, Warwick CV35 0AE (**Seller**).
- (2) **Bellway Homes Limited** (company number 00670176) whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (**Chargor**).
- (3) **CEG Land Promotions Limited** (Maltese Company Number C52803) whose registered office is at Office 18, Verdala Business Centre, Level 1, LM Complex, Brewery Street, Mriehel, Birkirkara BKR3000, Malta (**Project Manager**).

BACKGROUND

- (A) The Chargor (as purchaser) completed, on the date of this Deed, the purchase of the Property (subject to this Deed), from the Seller.
- (B) The Seller and the Project Manager have agreed to allow the Chargor to defer payment of part of the Purchase Price.
- (C) The Chargor has agreed to pay the Step In Costs in accordance with the Contract.
- (D) This Deed provides the Seller and the Project Manager security for the Deferred Payment and payment of the Step In Costs.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions have the following meaning:

Appropriate Authority	any statutory undertaker or any statutory public local or other authority or regulatory body or government department (as applicable and as may be required under the Planning Permission and/or the Section 106 Agreement).
Charged Property	all the assets, property and undertaking for the time being subject to any Security Interest created by clause 3.1 of this Deed and references to the Charged Property shall include references to any part of it.
Contract	the contract for the sale of the Property and the Uncharged Property dated 26 October 2018 made between (1) the Seller (2) the Chargor and (3) the Project Manager.
Costs	all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Seller or the Project Manager or any Delegate may charge or incur.
Default Rate	4% above the base lending rate from time to time of Barclays Bank plc.
Deferred Payment	as defined in the Contract.
Deferred Payment Date	as defined in the Contract.

Delegate	any person appointed by the Lender or any Receiver pursuant to clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.
Development	as defined in the Contract and Developed shall be construed accordingly.
Disposal	a disposition within the meaning of section 205 of the Law of Property Act 1925 and Dispose and Disposition shall be construed accordingly.
Dwelling	as defined in the Section 106 Agreement.
Enforced Land	all parts of the Property that are subject to the security constituted by this Deed at the date on which the security constituted by this Deed becomes enforceable.
Environment	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.
Environmental Licence	any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.
Exempt Disposal	<p>means in relation to the Property (and in all cases properly associated with the Development or required under the Planning Permission or Section 106 Agreement):</p> <ul style="list-style-type: none"> (a) a transfer or lease to an Appropriate Authority of any parts of the Property required by providers of electricity, gas, water, drainage or telecommunications as part of their respective undertakings (including any local authority or other body responsible for drainage or flood defence) or required by the highway authority for the creation of a public highway (including for the avoidance of doubt by way of easement or wayleave) provided that where reasonably required appropriate rights as to vehicular and pedestrian access and services (including but without limitation) to use, lay, connect into, maintain, adjust, alter, renew and replace the same are reserved for the benefit of the Property; (b) a disposition by way of the grant of easements contained in the deed of Sale of any Dwelling upon the Uncharged Property in accordance with the provisions of the Contract, where such easements are reasonable and appropriate in relation to access over estate roads and servicing for the benefit of that Dwelling.
Insolvency	<p>any of the following occurring in respect of a party:</p> <ul style="list-style-type: none"> (a) being unable (or admitting being unable) to pay its debts as they fall due or being deemed or appearing to be unable to pay its debts under applicable law; (b) the value of its assets is less than its liabilities, taking into account

contingent and prospective liabilities;

- (c) the taking of any step in connection with any voluntary arrangement or any other compromise, arrangement or rescheduling of indebtedness with any of its creditors;
- (d) the making of any judgment or order against it which is not complied with within seven days or being the subject of any execution, distress, sequestration or other process levied upon or enforced against any part of its undertaking, property, assets or income or any such process is threatened;
- (e) the filing of an application for an administration order or the making of an administration order;
- (f) the giving of any notice of intention to appoint an administrator, the filing at court of the prescribed documents in connection with the appointment of an administrator or the appointment of an administrator;
- (g) an incumbrancer taking possession or exercising or attempting to exercise a power of sale over any of its undertaking, property or assets;
- (h) the appointment of a receiver or manager or an administrative receiver in relation to any undertaking, property, asset or income of it;
- (i) a resolution being passed or a meeting being convened for the commencement of a voluntary winding-up of it, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company;
- (j) the presentation of a petition for a winding-up order, the making of a winding-up order, the filing of an application for the appointment of a provisional liquidator or the appointment of a provisional liquidator;
- (k) ceasing or threatening to cease to carry on its business in the normal course or suspending or threatening to suspend making payment of any of its debts;
- (l) the making of an application for strike off, the striking off from the Register of Companies or it otherwise ceasing to exist;
- (m) any analogous proceedings or actions to those set out in (a) to (l) above are taken in any other jurisdiction.

Insurance Policy

each contract or policy of insurance effected or maintained from time to time in respect of the Property.

**~~Land Trust—
Arrangements~~**

~~as defined in the Contract.~~

Lender

the Seller and/or the Project Manager (whether acting individually or together).

LPA 1925

the Law of Property Act 1925.

Masterplan	the masterplan showing the Development attached to this Deed at Appendix 2.
Plan 1	the plan attached to this Deed at Appendix 1.
Planning Permission	the planning permission with reference 15/00976/OUT together with any subsequent variation or replacement of it (including for the avoidance of doubt any applicable reserved matters approval or discharge of condition approval).
Promotion Agreement	the promotion agreement dated 10 October 2013 between (1) Richard Peter Mann, Thomas Frederick Mann, Frank Richard David Webster White and Richard David White (2) the Project Manager and (3) The Bird Group of Companies Limited (as varied).
Property	the freehold property described in Schedule 1.
Purchase Price	as defined in the Contract.
Receiver	a receiver and/or manager of all or any part of the Charged Property.
Sale	a bona fide sale of a freehold or leasehold interest in an individual Dwelling at arm's length in the open market, together with the grant of reasonable and appropriate easements in relation to access over estate roads and servicing for the benefit of such Dwelling over the remainder of the Property.
Section 106 Agreement	as defined in the Contract.
Secured Liabilities	means the full and unconditional and irrevocable payments of: <ul style="list-style-type: none"> (a) the Deferred Payment in accordance with clause 2 of the Contract; (b) the Step In Costs in accordance with clause 2 of the Contract; in each case together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities and any costs of enforcement.
Security Interest	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 Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full in accordance with the terms of the Contract and this Deed.
Step In Costs	as defined in the Contract.
Uncharged Property	the land the subject of the Contract, other than the Property.
VAT	value added tax.
Working Days	any day other than Saturday, Sunday, Christmas Day, New Year's Day or any statutory bank holiday.

1.2 Interpretation

In this Deed:

- 1.2.1 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.2.2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- 1.2.5 a reference to this Deed (or any provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- 1.2.6 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- 1.2.7 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.8 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.10 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.11 a reference to any party to this Deed shall include their successors, transferees and permitted assignees;
- 1.2.12 a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- 1.2.13 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

1.3 Clawback

If the Lender considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Nature of security over real property

A reference in this Deed to a charge or mortgage of or over the Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- 1.4.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Contract relating to the payment of the Deferred Payment the Step In Costs are incorporated into this Deed.

1.6 Third party rights

A third party (being any person other than the Chargor, the Lender and their permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.

1.7 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. COVENANTS

- 2.1 The Chargor shall pay to the Seller the Deferred Payment and the Step In Costs (if any) in accordance with clause 2 of the Contract.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first legal mortgage, the Property.

4. PERFECTION OF SECURITY

The Chargor 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 registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [26 October 2018] in favour of Richard Peter Mann, Richard David White, Frank Richard David Webster White, Isaac Fletcher Watson and CEG Land Promotions Limited referred to in the charges register or their conveyancer."

5. LIABILITY OF THE CHARGOR

5.1 Liability not discharged

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

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Lender concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

5.2 Immediate recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Chargor.

6. REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 6 to the Lender on the date of this Deed.

6.2 Ownership of Charged Property

The Chargor is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

6.3 No Security Interests

The Charged Property is free from any Security Interest other than Security Interests created by this Deed.

6.4 No adverse claims

Save as disclosed to the Lender prior to the date of this Deed, the Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

6.5 No adverse covenants

Save as disclosed to the Lender prior to the date of this Deed, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Charged Property.

6.6 No breach of laws

Save as disclosed to the Lender prior to the date of this Deed, there is no breach of any law or regulation, which materially and adversely affects the Charged Property.

6.7 No interference in enjoyment

Save as disclosed to the Lender prior to the date of this Deed, no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

6.8 No overriding interests

Save as disclosed to the Lender prior to the date of this Deed, nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

6.9 No prohibitions or breaches

Entry into of this Deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

6.10 Environmental compliance

The Chargor will, at all times, comply with all applicable Environmental Law and Environmental Licences.

6.11 Avoidance of security

No Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

6.12 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security overall and every part of the Charged Property in accordance with its terms.

7. COVENANTS

The Chargor covenants with the Lender in the terms set out in Schedule 2.

8. POWERS OF THE LENDER

8.1 Power to remedy

8.1.1 If the Chargor fails to perform any of the undertakings contained in Schedule 2 (having been notified by the Lender and allowed a reasonable time to remedy such failure) then in so far as competent, the Lender shall be entitled (but shall not be obliged) to perform any such covenant at any time.

8.1.2 The Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary for that purpose.

8.1.3 Any monies expended by the Lender in performing such covenant, shall be reimbursed by the Chargor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

8.1.4 In performing such covenant, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

8.2 Exercise of rights

The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 The security constituted by this Deed shall be immediately enforceable at any time after the Secured Liabilities have become properly due and payable, and such Secured Liabilities have not been paid by the Chargor within 5 Working Days of notification from the Seller or the Project Manager that they have become due.

9.2 Without prejudice to clause 9.1, the security constituted by this Deed shall be immediately enforceable if an event of Insolvency occurs in relation to the Chargor.

9.3 After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement powers

10.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 9.

10.1.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this Deed.

10.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Chargor, to:

10.2.1 grant any lease or agreement for lease;

10.2.2 accept surrenders of leases; or

- 10.2.3 grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 Prior Security Interests

At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security Interest having priority to this Deed shall have become exercisable, the Lender may:

- 10.3.1 redeem such or any other prior Security Interest;
- 10.3.2 procure the transfer of that Security Interest to itself; and/or
- 10.3.3 settle any account of the holder of any prior Security Interest.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Chargor to the Lender on current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

10.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- 10.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 10.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 10.4.3 how any money paid to the Lender, any Receiver or Delegate is to be applied.

10.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.6 No liability as mortgagee in possession

Neither the Lender, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged 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, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

10.7 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

10.8 Conclusive discharge to purchasers

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making

any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

10.9 Development Rights Following Enforcement

- 10.9.1 At any time after the security constituted by this Deed has become enforceable the Lender or any Receiver or Delegate may serve upon the Chargor a written notice identifying in detail and with reference to a plan the nature and extent of all temporary and permanent rights and easements and covenants reasonably required for the benefit of the Enforced Land over the Property, for the continued use of the Enforced Land and its future development (**Appropriate Reservations**).
- 10.9.2 In determining the nature of the Appropriate Reservations regard shall be had to the following intention of the parties:
- (a) the routes of such easements and rights shall be agreed by the parties (acting reasonably);
 - (b) covenants may be imposed to ensure proper infrastructure adequate for the future development of the Enforced Land is to be taken to the boundary with the Enforced Land and where such infrastructure would normally be adopted and maintained by the highway authority or statutory undertakers the same shall be made the subject of agreements for adoption as soon as reasonably possible;
 - (c) such easements and rights relating to the passage of any services and drainage shall be over an identified route and of an identified width of land agreed by the parties and shall, as appropriate, have with them the rights to enter upon the burdened land to install inspect maintain and repair the same and (so far as reasonable) increase the capacity of the same subject to adequate provision for the maintenance of supply and the making good of damage; and
 - (d) such easements and rights relating to access shall be over an identified route of an identified width agreed by the parties and shall have with them the appropriate rights to enter upon the burdened land to construct maintain and repair such roadways subject to adequate provisions for the maintenance of access to and making good any damage caused to the burdened land.
- 10.9.3 Following service of a notice pursuant to clause 10.9.1 the parties shall as soon as reasonably practical agree (acting reasonably) enter into all documentation required to grant the Appropriate Reservations (**Appropriate Reservations Documentation**).

10.10 Documentation

In the event this Deed becomes enforceable, the Chargor shall ensure the Lender is provided with copies of all plans, reports and other documentation in the Chargor's ownership or control (including but without limitation any reserved matter approvals or discharges of planning conditions together with associated documentation) and so far as practicable the benefit thereof shall be given to the Lender with an irrevocable royalty free non-exclusive licence for the Lender to rely on and also to reproduce such documentation where the Lender does not own the copyright which shall be assignable free of charge and that the Lender may dispose of the Charged Property with the benefit of such documentation Provided That nothing in this clause shall entitle the Lender to any right in the Chargor's house types nor the right to build such house types.

11. RECEIVERS

11.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Chargor, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property.

11.2 Removal

The Lender may, without further notice, (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately on its being paid by the Lender.

11.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

11.6 Agent of the Chargor

Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12. POWERS OF RECEIVER

12.1 Powers additional to statutory powers

12.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.20.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.1.3 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargor, the directors of the Chargor or himself.

12.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

12.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

12.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

12.6 Charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

12.7 Realise Charged Property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

12.8 Manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor carried out at the Property.

12.9 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

12.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.

12.11 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

12.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient.

12.13 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

12.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, affect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Deed.

12.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

12.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Lender consents, terms under which such security ranks in priority to this Deed).

12.17 Redeem prior Security Interests

A Receiver may redeem any prior Security Interest and settle the accounts to which the Security Interest relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.18 Delegation

A Receiver may delegate his powers in accordance with this Deed.

12.19 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property.

12.20 Incidental powers

A Receiver may do all such other acts and things:

- 12.20.1 as he may consider desirable or necessary for realising any of the Charged Property;
- 12.20.2 as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- 12.20.3 which he lawfully may or can do as agent for the Chargor.

13. DELEGATION

13.1 Delegation

The Seller and the Project Manager (acting jointly) or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 17.1).

13.2 Terms

Any delegation may be made on such terms and conditions (including the power to sub-delegate) as the Seller and the Project Manager (acting jointly) or any Receiver may think fit.

13.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. APPLICATION OF PROCEEDS

14.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this Deed after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 14.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- 14.1.2 in or towards payment of or provision for the Secured Liabilities in such order and manner as the Lender determines; and
- 14.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

14.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

15. COSTS AND INDEMNITY

15.1 Costs

The Chargor shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender, any Receiver or Delegate in connection with:

- 15.1.1 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or Delegate's rights under this Deed; or
- 15.1.2 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full

discharge of that Cost (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the Default Rate.

15.2 Indemnity

The Chargor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of:

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

16. FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 16.1 creating, perfecting or protecting the security intended to be created by this Deed;
- 16.2 after the security constituted by this Deed has become enforceable, facilitating the realisation of any of the Charged Property; or
- 16.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including, without limitation, if reasonably necessary, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17. POWER OF ATTORNEY

17.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its agent, to execute any documents and do any acts and things which:

- 17.1.1 the Chargor is required to execute and do under this Deed; and/or
- 17.1.2 any attorney deems proper or necessary in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate (after the security constituted by this Deed has become enforceable); and/or
- 17.1.3 are required to enter into any Appropriate Reservations Documentation at any time after the security constituted by this Deed has become enforceable; and/or
- 17.1.4 are required to enter in to any adoption agreement or documentation required pursuant to the Section 106 Agreement or the Planning Permission or any other documentation required for the continued use of the Enforced Land or its future development at any time after the security constituted by this Deed has become enforceable.

17.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. RELEASE

18.1 Exempt Disposals

18.1.1 If the Chargor wishes to exchange and complete an Exempt Disposal, the Chargor shall provide to the Lender copies of the proposed documentation (including any plans) (**Documentation**).

18.1.2 If the Documentation substantially follows the lay-out of the Development envisaged by the Masterplan and after the completion of the Documentation the remainder of the Property shall constitute adequate security for the outstanding Secured Liabilities and may be freely Developed in accordance with the Planning Permission, then the Lender shall provide a duly signed Land Registry form DS3 and RX3 or (in the case of easements and leases) written consent.

18.2 Expiry of Security Period

Subject to clause ~~21.3~~ ^{1.3}, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request of the Chargor, take whatever action is necessary to release the security constituted by this Deed in full which shall include the release of the Charged Property from the security constituted by this Deed.

19. ASSIGNMENT AND TRANSFER

19.1 Assignment by Lender

The Lender shall not assign any of its rights, or transfer any of its obligations, under this Deed or enter into any transaction that would result in any of those rights or obligations passing to another person.

19.2 Assignment by Chargor

The Chargor shall not assign any of its rights, or transfer any of its obligations, under this Deed or enter into any transaction that would result in any of those rights or obligations passing to another person.

20. FURTHER PROVISIONS

20.1 Independent security

This Deed shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this Deed.

20.2 Continuing security

This Deed 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 Deed in writing.

✶ The Lender shall consent to or (without liability and for the purposes of confirming such consent only) enter into any agreement with any utility provider or other body reasonably required for or associated with an Exempt Disposal or otherwise required for the purposes of providing

roads and services at the Property in accordance with the Planning Permission

20.3 Rights cumulative

The rights and powers of the Lender conferred by this Deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

20.4 Variations and waivers

Any waiver or variation of any right by the Lender (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given.

20.5 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.

20.6 Delay

No delay or failure to exercise any right or power under this Deed shall operate as a waiver.

20.7 Single or partial exercise

No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other right.

20.8 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

20.9 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

20.10 Counterparts

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

21. NOTICES

21.1 Service

Each notice or other communication required to be given under or in connection with this Deed shall be:

21.1.1 in writing, delivered personally or sent by pre-paid first-class letter; and

21.1.2 sent:

(a) to the **Chargor** at:

Bellway Homes Limited, Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle-upon-Tyne NE13 6BE (Marked for the attention of: Group Legal Adviser) and with a copy sent to Freeths LLP, Cumberland Court, 80 Mount Street, Nottingham NG1 6HH (ref: JRH/1211/236002/337);

(b) to the **Seller** at:

Wright Hassell LLP of Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF (Marked with reference 100487.00004/JDeffley/Lighthorne).

(c) to the **Project Manager** at:

CEG Land Promotions Limited, c/o Commercial Estates Group, Sloane Square House, 1 Holbein Place, London SW1W 8NS (Marked for the attention of: Richard Burke) and with a copy sent to Womble Bond Dickinson (UK) LLP, 1 Whitehall Riverside, Leeds, LS1 4BW (ref: CEG/1.73/MRO/PAH)

or to such other address as is notified in writing by one party to the other from time to time.

21.2 Receipt of notices

Any notice or other communication given by a party shall be deemed to have been received:

21.2.1 if given by hand, at the time of actual delivery; and

21.2.2 if posted, on the second Working Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 21.2.1 or clause 21.2.2 on a day which is not a Working Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Working Day.

22. GOVERNING LAW AND JURISDICTION

22.1 Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.2 Jurisdiction

The parties to this Deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22.3 Other service

The Chargor irrevocably consents to any process in any proceedings under clause 22.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

23. PROMOTION AGREEMENT

- 23.1 To the extent applicable the relevant terms of the Promotion Agreement shall continue to bind and remain enforceable as between the Seller and the Project Manager notwithstanding the completion of this Deed or any enforcement taken under it.
- 23.2 If this Deed or any Security Interest is enforced or the Enforced Property is repossessed or disposed of by the Lender in accordance with any relevant provision of this Deed, the Enforced Property shall remain subject to the relevant provisions of the Promotion Agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Property

The freehold property shown edged blue on Plan 1.

SCHEDULE 2

Covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Save in relation to an Exempt Disposal permitted in accordance with Clause 18.1, the Chargor shall not at any time:

- 1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this Deed;
- 1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- 1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2. PRESERVATION OF CHARGED PROPERTY

- 2.1 The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed.
- 2.2 The Chargor shall:
 - 2.2.1 ensure that any documentation disposing of the Uncharged Property for the purposes of access or servicing or infrastructure (**Disposal Documentation**) reserves appropriate rights (including, but without limitation, as appropriate, rights to connect, use, maintain and renew) for the benefit of the Property;
 - 2.2.2 obtain the Seller's and the Project Manager's prior written approval of any Disposal Documentation (not to be unreasonably withheld or delayed);
 - 2.2.3 ensure that the Disposal Documentation shall substantially reflect the Masterplan

3. COMPLIANCE WITH LAWS AND REGULATIONS

The Chargor:

- 3.1 shall not, without the prior written consent of both the Seller and the Project Manager, use or permit the Charged Property to be used in any way contrary to law;
- 3.2 shall:
 - 3.2.1 comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of it;
 - 3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
 - 3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

4. ENFORCEMENT OF RIGHTS

The Chargor shall use reasonable endeavours to procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty.

5. NOTICE OF MISREPRESENTATIONS AND BREACHES

The Chargor shall promptly on becoming aware of any of the same, give the Lender notice in writing of:

- 5.1 any representation or warranty set out in clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 5.2 any breach of covenant set out in this Deed.

6. CHARGOR'S WAIVER OF SET-OFF

The Chargor waives any present or future right of set-off it may have pursuant to the Contract or otherwise in respect of the Secured Liabilities (including sums payable by the Chargor under this Deed).

7. LEASES AND LICENCES AFFECTING THE PROPERTY

The Chargor shall not, save in relation to an Exempt Disposal permitted in accordance with Clause 18.1:

- 7.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 7.2 in any other way Dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- 7.3 let any person into occupation of or share occupation of the whole or any part of the Property; or
- 7.4 grant any consent or licence under any lease or licence affecting the Property.

8. NO RESTRICTIVE OBLIGATIONS

Save as required in respect of an Exempt Disposal, the Chargor shall not, without the prior written consent of both the Seller and the Project Manager, 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.

9. PROPRIETARY RIGHTS

Save as required in respect of an Exempt Disposal or as permitted by this Deed, the Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

10. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Chargor shall:

10.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender reasonably requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

10.2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

11. NOTICES OR CLAIMS RELATING TO THE PROPERTY

11.1 The Chargor shall:

11.1.1 give full particulars to both the Seller and the Project Manager of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a 'Notice') that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.

11.1.2 (if the Lender so reasonably requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender thinks fit.

11.2 The Chargor shall give full particulars to both the Seller and the Project Manager of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

12. ENVIRONMENT

The Chargor shall in respect of the Property:

12.1 comply with all the requirements of Environmental Law; and

12.2 obtain and comply with all Environmental Licences.

13. CONDUCT OF DEVELOPMENT

13.1 The Chargor shall carry on the Development of the Property in accordance with good building practice.

13.2 The Chargor shall observe and perform the relevant obligations and discharge the relevant liabilities contained in the Planning Permission and Section 106 Agreement (to the extent they relate to this Property).

14. INSPECTION

The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

APPENDIX 1

Plan 1



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10/06

REVISION

No	Description	Date	By

Bellway

Drawing Status: PRELIMINARY

Project: Kingston Grange
Lightening

Drawing Name: Plan 4

Scale: 1:1000 @ A1 Drawing Number: B15MKGW104

Date: 08.07.18

Drawn By: JL Rev: -

Checked By: JL

Bellway Homes South Midlands

Drawn for: Bellway Homes South Midlands

PLAN 1

APPENDIX 2

Plan 2

Executed as a deed by **Richard Peter Mann** in the presence of:

.....

Signature (Witness)

Print Name

Address

.....

Occupation

Executed as a deed by **Richard David White** in the presence of:

.....

Signature (Witness)

Print Name

Address

.....

Occupation

Executed as a deed by **Frank Richard David Webster White** in the presence of:

.....

Signature (Witness)

Print Name

Address

.....

Occupation

Executed as a deed by **Isaac Fletcher Watson** in the presence of:

Signature (Witness)

Print Name

Address

Occupation

Executed as a deed by **CEG Land Promotions Limited** acting by a director and a director/its secretary:

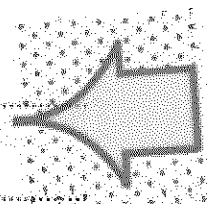
.....
Director

.....
Director/Secretary

Executed as a deed by **Bellway Homes Limited** acting by:

.....
Director

.....
Director/Secretary



ACCOMMODATION SCHEDULE							
Date	Event	Subject/Meeting Title	Location	Unit No.	Unit Cost	Total	
1/20	Winter	19th Annual Meeting	1/20	100	20,000	20,000	
2/14	Valentine's	2nd Annual Meeting	2/14	100	20,000	20,000	20,000
3/20	Carroll	2nd Annual Meeting	3/20	100	20,000	20,000	20,000
4/20	Valentine's	2nd Annual Meeting	4/20	100	20,000	20,000	20,000
5/20	Valentine's	2nd Annual Meeting	5/20	100	20,000	20,000	20,000
6/20	Valentine's	2nd Annual Meeting	6/20	100	20,000	20,000	20,000
7/20	Valentine's	2nd Annual Meeting	7/20	100	20,000	20,000	20,000
8/20	Valentine's	2nd Annual Meeting	8/20	100	20,000	20,000	20,000
9/20	Valentine's	2nd Annual Meeting	9/20	100	20,000	20,000	20,000
10/20	Valentine's	2nd Annual Meeting	10/20	100	20,000	20,000	20,000
11/20	Valentine's	2nd Annual Meeting	11/20	100	20,000	20,000	20,000
12/20	Valentine's	2nd Annual Meeting	12/20	100	20,000	20,000	20,000
1/21	Valentine's	2nd Annual Meeting	1/21	100	20,000	20,000	20,000
2/21	Valentine's	2nd Annual Meeting	2/21	100	20,000	20,000	20,000
3/21	Valentine's	2nd Annual Meeting	3/21	100	20,000	20,000	20,000
4/21	Valentine's	2nd Annual Meeting	4/21	100	20,000	20,000	20,000
5/21	Valentine's	2nd Annual Meeting	5/21	100	20,000	20,000	20,000
6/21	Valentine's	2nd Annual Meeting	6/21	100	20,000	20,000	20,000
7/21	Valentine's	2nd Annual Meeting	7/21	100	20,000	20,000	20,000
8/21	Valentine's	2nd Annual Meeting	8/21	100	20,000	20,000	20,000
9/21	Valentine's	2nd Annual Meeting	9/21	100	20,000	20,000	20,000
10/21	Valentine's	2nd Annual Meeting	10/21	100	20,000	20,000	20,000
11/21	Valentine's	2nd Annual Meeting	11/21	100	20,000	20,000	20,000
12/21	Valentine's	2nd Annual Meeting	12/21	100	20,000	20,000	20,000
1/22	Valentine's	2nd Annual Meeting	1/22	100	20,000	20,000	20,000
2/22	Valentine's	2nd Annual Meeting	2/22	100	20,000	20,000	20,000
3/22	Valentine's	2nd Annual Meeting	3/22	100	20,000	20,000	20,000
4/22	Valentine's	2nd Annual Meeting	4/22	100	20,000	20,000	20,000
5/22	Valentine's	2nd Annual Meeting	5/22	100	20,000	20,000	20,000
6/22	Valentine's	2nd Annual Meeting	6/22	100	20,000	20,000	20,000
7/22	Valentine's	2nd Annual Meeting	7/22	100	20,000	20,000	20,000
8/22	Valentine's	2nd Annual Meeting	8/22	100	20,000	20,000	20,000
9/22	Valentine's	2nd Annual Meeting	9/22	100	20,000	20,000	20,000
10/22	Valentine's	2nd Annual Meeting	10/22	100	20,000	20,000	20,000
11/22	Valentine's	2nd Annual Meeting	11/22	100	20,000	20,000	20,000
12/22	Valentine's	2nd Annual Meeting	12/22	100	20,000	20,000	20,000
1/23	Valentine's	2nd Annual Meeting	1/23	100	20,000	20,000	20,000
2/23	Valentine's	2nd Annual Meeting	2/23	100	20,000	20,000	20,000
3/23	Valentine's	2nd Annual Meeting	3/23	100	20,000	20,000	20,000
4/23	Valentine's	2nd Annual Meeting	4/23	100	20,000	20,000	20,000
5/23	Valentine's	2nd Annual Meeting	5/23	100	20,000	20,000	20,000
6/23	Valentine's	2nd Annual Meeting	6/23	100	20,000	20,000	20,000
7/23	Valentine's	2nd Annual Meeting	7/23	100	20,000	20,000	20,000
8/23	Valentine's	2nd Annual Meeting	8/23	100	20,000	20,000	20,000
9/23	Valentine's	2nd Annual Meeting	9/23	100	20,000	20,000	20,000
10/23	Valentine's	2nd Annual Meeting	10/23	100	20,000	20,000	20,000
11/23	Valentine's	2nd Annual Meeting	11/23	100	20,000	20,000	20,000
12/23	Valentine's	2nd Annual Meeting	12/23	100	20,000	20,000	20,000
1/24	Valentine's	2nd Annual Meeting	1/24	100	20,000	20,000	20,000
2/24	Valentine's	2nd Annual Meeting	2/24	100	20,000	20,000	20,000
3/24	Valentine's	2nd Annual Meeting	3/24	100	20,000	20,000	20,000
4/24	Valentine's	2nd Annual Meeting	4/24	100	20,000	20,000	20,000
5/24	Valentine's	2nd Annual Meeting	5/24	100	20,000	20,000	20,000
6/24	Valentine's	2nd Annual Meeting	6/24	100	20,000	20,000	20,000
7/24	Valentine's	2nd Annual Meeting	7/24	100	20,000	20,000	20,000
8/24	Valentine's	2nd Annual Meeting	8/24	100	20,000	20,000	20,000
9/24	Valentine's	2nd Annual Meeting	9/24	100	20,000	20,000	20,000
10/24	Valentine's	2nd Annual Meeting	10/24	100	20,000	20,000	20,000
11/24	Valentine's	2nd Annual Meeting	11/24	100	20,000	20,000	20,000
12/24	Valentine's	2nd Annual Meeting	12/24	100	20,000	20,000	20,000
1/25	Valentine's	2nd Annual Meeting	1/25	100	20,000	20,000	20,000
2/25	Valentine's	2nd Annual Meeting	2/25	100	20,000	20,000	20,000
3/25	Valentine's	2nd Annual Meeting	3/25	100	20,000	20,000	20,000
4/25	Valentine's	2nd Annual Meeting	4/25	100	20,000	20,000	20,000
5/25	Valentine's	2nd Annual Meeting	5/25	100	20,000	20,000	20,000
6/25	Valentine's	2nd Annual Meeting	6/25	100	20,000	20,000	20,000
7/25	Valentine's	2nd Annual Meeting	7/25	100	20,000	20,000	20,000
8/25	Valentine's	2nd Annual Meeting	8/25	100	20,000	20,000	20,000
9/25	Valentine's	2nd Annual Meeting	9/25	100	20,000	20,000	20,000
10/25	Valentine's	2nd Annual Meeting	10/25	100	20,000	20,000	20,000
11/25	Valentine's	2nd Annual Meeting	11/25	100	20,000	20,000	20,000
12/25	Valentine's	2nd Annual Meeting	12/25	100	20,000	20,000	20,000
1/26	Valentine's	2nd Annual Meeting	1/26	100	20,000	20,000	20,000
2/26	Valentine's	2nd Annual Meeting	2/26	100	20,000	20,000	20,000
3/26	Valentine's	2nd Annual Meeting	3/26	100	20,000	20,000	20,000
4/26	Valentine's	2nd Annual Meeting	4/26	100	20,000	20,000	20,000
5/26	Valentine's	2nd Annual Meeting	5/26	100	20,000	20,000	20,000
6/26	Valentine's	2nd Annual Meeting	6/26	100	20,000	20,000	20,000
7/26	Valentine's	2nd Annual Meeting	7/26	100	20,000	20,000	20,000
8/26	Valentine's	2nd Annual Meeting	8/26	100	20,000	20,000	20,000
9/26	Valentine's	2nd Annual Meeting	9/26	100	20,000	20,000	20,000
10/26	Valentine's	2nd Annual Meeting	10/26	100	20,000	20,000	20,000
11/26	Valentine's	2nd Annual Meeting	11/26	100	20,000	20,000	20,000
12/26	Valentine's	2nd Annual Meeting	12/26	100	20,000	20,000	20,000
1/27	Valentine's	2nd Annual Meeting	1/27	100	20,000	20,000	20,000
2/27	Valentine's	2nd Annual Meeting	2/27	100	20,000	20,000	20,000
3/27	Valentine's	2nd Annual Meeting	3/27	100	20,000	20,000	20,000
4/27	Valentine's	2nd Annual Meeting	4/27	100	20,000	20,000	20,000
5/27	Valentine's	2nd Annual Meeting	5/27	100	20,000	20,000	20,000
6/27	Valentine's	2nd Annual Meeting	6/27	100	20,000	20,000	20,000
7/27	Valentine's	2nd Annual Meeting	7/27	100	20,000	20,000	20,000
8/27	Valentine's	2nd Annual Meeting	8/27	100	20,000	20,000	20,000
9/27	Valentine's	2nd Annual Meeting	9/27	100	20,000	20,000	20,000
10/27	Valentine's	2nd Annual Meeting	10/27	100	20,000	20,000	20,000
11/27	Valentine's	2nd Annual Meeting	11/27	100	20,000	20,000	20,000
12/27	Valentine's	2nd Annual Meeting	12/27	100	20,000	20,000	20,000
1/28	Valentine's	2nd Annual Meeting	1/28	100	20,000	20,000	20,000
2/28	Valentine's	2nd Annual Meeting	2/28	100	20,000	20,000	20,000
3/28	Valentine's	2nd Annual Meeting	3/28	100	20,000	20,000	20,000
4/28	Valentine's	2nd Annual Meeting	4/28	100	20,000	20,000	20,000
5/28	Valentine's	2nd Annual Meeting	5/28	100	20,000	20,000	20,000
6/28	Valentine's	2nd Annual Meeting	6/28	100	20,000	20,000	20,000
7/28	Valentine's	2nd Annual Meeting	7/28	100	20,000	20,000	20,000
8/28	Valentine's	2nd Annual Meeting	8/28	100	20,000	20,000	20,000
9/28	Valentine's	2nd Annual Meeting	9/28	100	20,000	20,000	20,000
10/28	Valentine's	2nd Annual Meeting	10/28	100	20,000	20,000	20,000
11/28	Valentine's	2nd Annual Meeting	11/28	100	20,000	20,000	20,000
12/28	Valentine's	2nd Annual Meeting	12/28	100	20,000	20,000	20,000
1/29	Valentine's	2nd Annual Meeting	1/29	100	20,000	20,000	20,000
2/29	Valentine's	2nd Annual Meeting	2/29	100	20,000	20,000	20,000
3/29	Valentine's	2nd Annual Meeting	3/29	100	20,000	20,000	20,000
4/29	Valentine's	2nd Annual Meeting	4/29	100	20,000	20,000	20,000
5/29	Valentine's	2nd Annual Meeting	5/29	100	20,000	20,000	20,000
6/29	Valentine's	2nd Annual Meeting	6/29	100	20,000	20,000	20,000
7/29	Valentine's	2nd Annual Meeting	7/29	100	20,000	20,000	20,000
8/29	Valentine's	2nd Annual Meeting	8/29	100	20,000	20,000	20,000
9/29	Valentine's	2nd Annual Meeting	9/29	100	20,000	20,000	20,000
10/29	Valentine's	2nd Annual Meeting	10/29	100	20,000	20,000	20,000
11/29	Valentine's	2nd Annual Meeting	11/29	100	20,000	20,000	20,000
12/29	Valentine's	2nd Annual Meeting	12/29	100	20,000	20,000	20,000
1/30	Valentine's	2nd Annual Meeting	1/30	100	20,000	20,000	20,000
2/30	Valentine's	2nd Annual Meeting	2/30	100	20,000	20,000	20,000
3/30	Valentine's	2nd Annual Meeting	3/30	100	20,000	20,000	20,000
4/30	Valentine's	2nd Annual Meeting	4/30	100	20,000	20,000	20,000
5/30	Valentine's	2nd Annual Meeting	5/30	100	20,000	20,000	20,000
6/30	Valentine's	2nd Annual Meeting	6/30	100	20,000	20,000	20,000
7/30	Valentine's	2nd Annual Meeting	7/30	100	20,000	20,000	20,000
8/30	Valentine's	2nd Annual Meeting	8/30	100	20,000	20,000	20,000
9/30	Valentine's	2nd Annual Meeting	9/30	100	20,000	20,000	20,000
10/30	Valentine's	2nd Annual Meeting	10/30	100	20,000	20,000	20,000
11/30	Valentine's	2nd Annual Meeting	11/30	100	20,000	20,000	20,000
12/30	Valentine's	2nd Annual Meeting	12/30	100	20,000	20,000	20,000
1/31	Valentine's	2nd Annual Meeting	1/31	100	20,000	20,000	20,000
2/31	Valentine's	2nd Annual Meeting	2/31	100	20,000	20,000	20,000
3/31	Valentine's	2nd Annual Meeting	3/31	100	20,000	20,000	20,000
4/31	Valentine's	2nd Annual Meeting	4/31	100	20,000	20,000	20,000
5/31	Valentine's	2nd Annual Meeting	5/31	100	20,000	20,000	20,000
6/31	Valentine's	2nd Annual Meeting	6/31	100	20,000	20,000	20,000
7/31	Valentine's	2nd Annual Meeting	7/31	100	20,000	20,000	20,000
8/31	Valentine's	2nd Annual Meeting	8/31	100	20,000	20,000	20,000
9/31	Valentine's	2nd Annual Meeting	9/31	100	20,000	20,000	20,000
10/31	Valentine's	2nd Annual Meeting	10/31	100	20,000	20,000	20,000
11/31	Valentine's	2nd Annual Meeting	11/31	100	20,000	20,000	20,000
12/31	Valentine's	2nd Annual Meeting	12/31	100	20,000	20,000	20,000
1/32	Valentine's	2nd Annual Meeting	1/32	100	20,000	20,000	20,000
2/32	Valentine's	2nd Annual Meeting	2/32	100	20,000	20,000	20,000
3/32	Valentine's	2nd Annual Meeting	3/32	100	20,000	20,000	20,000
4/32	Valentine's	2nd Annual Meeting	4/32	100	20,000	20,000	20,000
5/32	Valentine's	2nd Annual Meeting	5/32	100	20,000	20,000	20,000
6/32	Valentine's	2nd Annual Meeting	6/32	100	20,000	20,000	20,000
7/32	Valentine's	2nd Annual Meeting	7/32	100	20,000	20,000	20,000
8/32	Valentine's	2nd Annual Meeting	8/32	100	20,000	20,000	20,000
9/32	Valentine's	2nd Annual Meeting	9/32	100	20,000	20,000	20,000
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SITE LAYOUT

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