



Registration of a Charge

Company name: **ST ROBERTS HOMES LTD**

Company number: **04179189**



X8KEIFN7

Received for Electronic Filing: **16/12/2019**

Details of Charge

Date of creation: **13/12/2019**

Charge code: **0417 9189 0012**

Persons entitled: **RICHARD WILLIAM BEWELL
JUDITH ANNE BEWELL**

Brief description: **THE FREEHOLD PROPERTY AT WELBURN COTTAGE, 2 ALLANFIELD
VILLAS, DEIGHTON ROAD, WETHERBY LS22 7QF BEING PART OF THE
LAND REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE
UNDER TITLE NUMBER WYK774388**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KEEBLES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4179189

Charge code: 0417 9189 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2019 and created by ST ROBERTS HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2019 .

Given at Companies House, Cardiff on 17th December 2019

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

13th December

2019

**LEGAL MORTGAGE OVER PROPERTY FROM A COMPANY SECURING ITS
OWN LIABILITIES**

between

ST ROBERTS HOMES LTD

and

RICHARD WILLIAM BEWELL AND JUDITH ANNE BEWELL

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Schedule

Schedule 1 – The Property

THIS DEED is dated

13 December 2019

PARTIES

- (1) ST ROBERTS HOMES LTD incorporated and registered in England and Wales with company number 04179189 whose registered office is at Unit 4 Innovation Centre, Conyngnam Hall, Knaresborough, North Yorkshire, HG5 9AY (**Buyer**).
- (2) Richard William Bewell and Judith Anne Bewell of Welburn Cottage, 2 Allanfield Villas, Deighton Road, Wetherby LS22 7QF (**Lender**).

BACKGROUND

- (A) The Lender has agreed, under the Agreement, to provide the Borrower with facilities on a secured basis.
- (B) The Borrower owns the Property.
- (C) Under this deed, the Borrower provides security to the Lender for the facilities made or to be made available under the Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Agreement: means an agreement relating to the sale and purchase of the Property dated 10 December 2014/made between the Lender (1) the Borrower (2).

All Risks Insurance: the usual all risks insurance taken out by a building contractor in connection with a development of the type being carried out by the Borrower.

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

Certificate of Title: any report on or certificate of title relating to the Property supplied to the Lender by the Borrower (or on its behalf).

Delegate: any person appointed by the Lender or any Receiver under clause 14 and any person appointed as attorney of the Lender, Receiver or Delegate.

Event of Default: failure by the Buyer to make payment due to the Seller under the terms of the Agreement within 28 days of the payment being due.

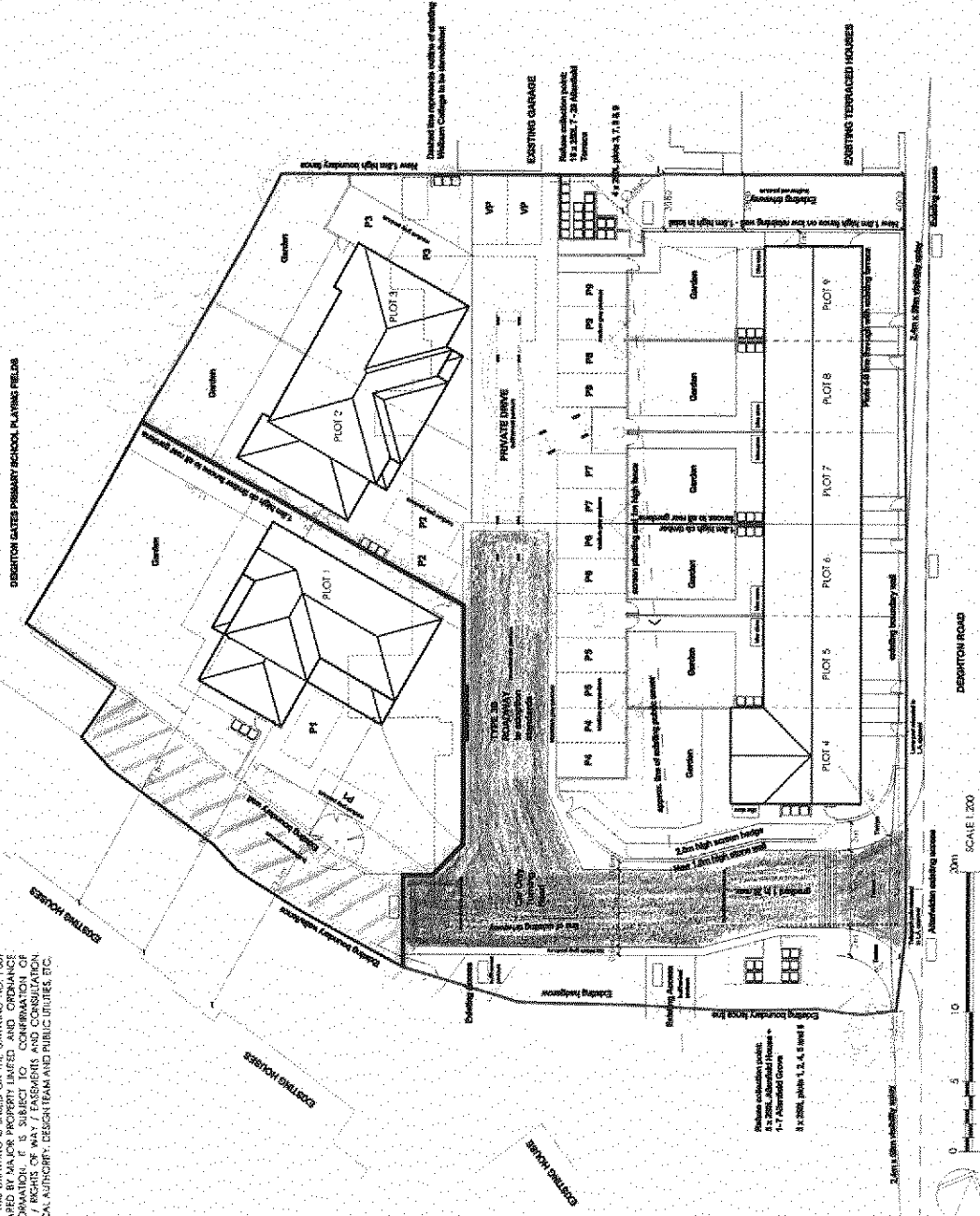
Insurance Policy: each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property.

DEIGHTON ROAD, WETHERBY

NOTES

PLEASE NOTE THIS DRAWING IS BASED ON THE DRAWING NO. 001
 SUPPLIED TO THE CLIENT BY THE DESIGN TEAM. THE CLIENT
 SUPPLY INFORMATION IS SUBJECT TO CONFIRMATION OF
 BOUNDARIES / RIGHTS OF WAY / FASHERIES AND CONSULTATION
 WITH THE LOCAL AUTHORITY, DESIGN TEAM AND PUBLIC UTILITIES, ETC.

DEIGHTON GATES PRIMARY SCHOOL PLAYING FIELDS



<p>CR DEVELOPMENTS</p> <p>DEIGHTON ROAD, WETHERBY</p> <p>COMPOSITE PLAN</p> <p>Scale: 1:200</p> <p>North Arrow</p> <p>Legend:</p> <ul style="list-style-type: none"> EXISTING PROPOSED <p>Notes:</p> <p>1. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>2. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>3. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>4. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>5. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>6. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>7. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>8. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p>	<p>CR DEVELOPMENTS</p> <p>DEIGHTON ROAD, WETHERBY</p> <p>COMPOSITE PLAN</p> <p>Scale: 1:200</p> <p>North Arrow</p> <p>Legend:</p> <ul style="list-style-type: none"> EXISTING PROPOSED <p>Notes:</p> <p>1. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>2. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>3. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>4. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>5. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>6. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>7. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p> <p>8. The site is bounded to the north by Deighton Road, to the south by the existing highway, to the east by the existing highway bridge, and to the west by the existing highway.</p>
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LPA 1925: the Law of Property Act 1925.

Permitted Security: any first charge owner or alternative first charge owner notified by the Borrower to the Lender.

Property: the freehold property owned by the Borrower described in Schedule I.

Receiver: a receiver or a receiver and manager of any or all of the Property.

Secured Liabilities:

- i. the construction of a new property for the Lender pursuant to clause 29 of the Agreement; and
- ii. the potential Uplift Payment pursuant to clause 20 of the Agreement.
- iii. all other sums or liabilities due to the lender pursuant to the Agreement

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.

1.2 Interpretation

In this deed:

- (a) clause and Schedule headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not email;

- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- (l) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 Nature of security over real property

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

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

1.4 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 Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed.

1.5 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.6 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. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due in accordance with the terms of the Agreement.

3. GRANT OF SECURITY

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

- (a) by way of second legal mortgage, the Property; and
- (b) ranking only behind the first legal mortgage and/or fixed charge in favour of

- 3.2 In the event that the Borrower requires to change or amend the identity of the holder of the first legal mortgage referred to in clause 3.1, the Lender will on request promptly enter into any Deed of Priority or such other documentation required to ensure that any new lender takes priority over this Legal Mortgage which is to remain as a second fixed charge.

4. PERFECTION OF SECURITY

4.1 Registration of legal mortgage at the Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ~~13 December 2019~~ in favour of Richard William Bewell and Judith Anne Bewell referred to in the charges register or their conveyancer."

5. LIABILITY OF THE BORROWER

5.1 Liability not discharged

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

- (a) 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;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

5.2 Immediate recourse

The Borrower 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 Borrower.

6. REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

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

6.2 Ownership of Property

The Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property.

6.3 No Security

The Property is free from any Security other than Permitted Security and the Security created by this deed.

6.4 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Property.

6.5 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Property.

6.6 No interference in enjoyment

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

6.7 No overriding interests

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

6.8 No prohibitions or breaches

There is no prohibition on the Borrower assigning its rights in any of the Property and the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

6.9 Avoidance of security

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 Borrower or otherwise.

6.10 Enforceable security

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

7. GENERAL COVENANTS

7.1 Preservation of Property

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this deed.

7.2 Compliance with laws and regulations

- (a) The Borrower shall not, without the Lender's prior written consent, use or permit the Property to be used in any way contrary to law.
- (b) The Borrower shall:
 - (i) comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or its use or that are necessary to preserve, maintain or renew any Property; and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation.

7.3 Sums Secured

The borrower will not secure on the property any sums which do not directly relate to the Development.

8. PROPERTY COVENANTS

8.1 Repair and maintenance

The Borrower shall keep the Property, in good and substantial repair and condition (having regard to the fact that the Property is to be redeveloped for residential purposes).

8.2 Insurance

The Borrower shall procure All Risks Insurance on the Property.

8.3 Insurance premiums

The Borrower shall promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect.

8.4 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

8.5 Compliance with and enforcement of covenants

The Borrower shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject.

8.6 Payment of outgoings

The Borrower shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

8.7 Conduct of business on Property

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

8.8 Inspection

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

8.9 VAT option to tax

The Borrower shall not, without the prior written consent of the Lender:

- (a) exercise any VAT option to tax in relation to the Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this deed.

8.10 Tenancies and occupation of the Property

The Borrower is entitled to let any dwelling house constructed on the Property or any part subject to any such letting being dealt with by way of an Assured Shorthold Tenancy for a term not exceeding twelve months.

9. POWERS OF THE LENDER

9.1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at the Borrowers expense at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

9.2 Exercise of rights

The rights of the Lender under clause 9.1 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.

9.3 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 Property whether or not it has taken possession of any Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement powers

- (a) 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 10.1.

- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

11.2 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.

11.3 No liability as mortgagee in possession

Neither the Lender, any Receiver nor any Delegate shall be liable, by reason of entering into possession of the Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such.

12. RECEIVERS

12.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may after giving the Borrower a reasonable period of time after written notice to remedy any breach appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Property.

12.2 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.

12.3 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, to the extent not otherwise discharged.

12.4 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.

12.5 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 Property.

12.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower 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 Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

13. POWERS OF RECEIVER

13.1 Powers additional to statutory powers

- (a) 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 13.2 to clause 13.18.
- (b) 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.
- (c) Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Borrower, the directors of the Borrower or himself.

13.2 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.

13.3 Employ personnel and advisers

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

13.4 Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax that he thinks fit.

13.5 Charge for remuneration

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

13.6 Realise Property

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

13.7 Dispose of Property

A Receiver may grant options and licences over all or any part of the Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Property, granting any other interest or right over, selling, assigning or leasing) all or any of the 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 any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him.

13.8 Sever fixtures and fittings

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

13.9 Give valid receipts

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

13.10 Make settlements

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

13.11 Bring proceedings

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

13.12 Insure

A Receiver may, if he thinks fit effect 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 Borrower under this deed.

13.13 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 to the Insolvency Act 1986.

13.14 Borrow

A Receiver may, for any of the purposes authorised by this clause 13, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Property in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this deed).

13.15 Redeem prior Security

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

13.16 Delegation

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

13.17 Absolute beneficial owner

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

13.18 Incidental powers

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Property;
- (b) 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
- (c) lawfully may or can do as agent for the Borrower.

14. DELEGATION

14.1 Delegation

The Lender 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.

14.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

14.3 Liability

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

15. APPLICATION OF PROCEEDS

15.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), 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:

- (a) 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;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

15.2 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.

16. RELEASE

16.1

On the date of this Agreement the Lender will provide to the Borrower executed forms DS3 in respect of each plot to be sold on the Property. The Borrower will procure that the Borrower's Solicitors will undertake to hold these forms and not to use the same until such time as legal completion of the sale of that particular property has taken place. The Borrower will ensure that the Lender is notified of any completed sale of part of the Property within five (5) working days of its completion.

17. ASSIGNMENT AND TRANSFER

17.1 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

18. AMENDMENTS, WAIVERS AND CONSENTS

18.1 Amendments

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).

18.2 Waivers and consents

- (a) 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 for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise 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 Lender shall be effective unless it is in writing.

18.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

19. SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or

deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

20. NOTICES

20.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:

the Borrower at:

HLW Keeble Hawson, Capitol House, Russell Street, Leeds LS1 5SP
Fax: 0113
Attention: Steven Stanier

the Lender at:

Ware & Kay Solicitors Limited, Aire Suite, Brunswick Court, Victoria Street,
Wetherby LS22 6RE
Fax: 01937 587556
Attention: Michael Peach

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

20.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 20.2(a) or clause 20.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

20.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 20.3(a) or clause 20.3(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

20.4 Service of proceedings

This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

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

21.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower 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.

21.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 21.2 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.

22. COUNTERPARTS

22.1 Counterparts

- (a) This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of the executed signature page of a counterpart of this deed by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

23. THIRD PARTY RIGHTS

23.1 Third party rights

- (a) 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 term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) 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.

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 at Welburn Cottage, 2 Allanfield Villas, Deighton Road, Wetherby LS22 7QF being part of the land registered at HM Land Registry with title absolute under title number WYK774388 shown edged red on the attached plan.

Executed as a deed by
St ROBERTS HOMES LIMITED
acting by

Phil Cole

a director in the presence of

Witness signature



Full name

Stephen Smith

Address

Ormeau Road

Riverside Street

L6000 L5 535

Occupation

Solicitor

Executed as a deed by
RICHARD WILLIAM BEWELL
in the presence of:

Witness signature

Full name

Address

Occupation

Executed as a deed by
JUDITH ANNE BEWELL
in the presence of: