

MR01

Particulars of a charge

672924/0



Companies House

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

You can use the WebFiling
Please go to www.companieshouse.gov.uk



WEDNESDAY
WEC

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

RCS 29/10/2014 #1
COMPANIES HOUSE
A24 22/10/2014 #1
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 04978580

Company name in full Wainhomes (North West) Limited

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 21/10/14

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Melham Group Limited

Name

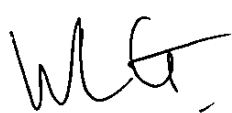
Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01
Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	Land at Pennine View Estate Rochdale Road Bacup Lancashire comprising part of the land registered under title LA585279 and the whole of the land registered under title LAN152896 which includes (but is not limited to) plots 116 to 153 (inclusive) and plots 174 and 175 on phase 3 of the Pennine View Estate	
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹ You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	1 This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name D Leather

Company name Wragge Lawrence Graham & Co

Address Two Snowhill

Post town Birmingham

County/Region

Postcode B 4 6 W R

Country UK

DX

Telephone 0121 393 0392



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROFORMA

Company Number 04978580
Company Name Wainhomes (North West) Limited
Contact Name/ Organisation Wragge Lawrence Graham & Co
Address Two Snowhill, Birmingham B4 6WR

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☒ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

• The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please correct the charge creation date to read
20/10/14.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4978580

Charge code: 0497 8580 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2014 and created by WAINHOMES (NORTH WEST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2014

Given at Companies House, Cardiff on 29th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

LEATHER / GOSAGE
FORMULA B
11:10

DATED 20 October 2014

WAINHOMES (NORTH WEST) LIMITED (1)

and

MELHAM GROUP LIMITED (2)

LEGAL CHARGE
of parts of the Pennine View Estate,
Rochdale Road, Bacup (including Plots
116-153 (inc.), 174 and 175 of Phase 3)

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DATED THIS 20 DAY OF October 2014

Wragge Lawrence Graham
& Co LLP

W RAGGE LAWRENCE GRAHAM & Co LLP
LIVERPOOL

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THIS CHARGE dated

20 October

2014

BETWEEN:

- (1) WAINHOMES (NORTH WEST) LIMITED (Company No.4978580) whose registered office is at Cedarwood, 2 Kelvin Close, Birchwood, Warrington WA3 7PB ("the Chargor"); and
- (2) MELHAM GROUP LIMITED (Company No. 468931) whose registered office is at Environment House, 6 Union Road, Nottingham NG3 1FH (the "Chargee" which definition includes its successors in title or assigns).

NOW THIS DEED WITNESSES as follows:

1 Definitions

1.1 In this Charge except so far as the context otherwise requires:

- (a) the "Act" means the Law of Property Act 1925;
- (b) "Business Day" means any day except a Saturday, or Sunday or a Bank Holiday in England and Wales;
- (c) the "Insolvency Act" means the Insolvency Act 1986;
- (d) "lease" includes an underlease or sublease and any tenancy and any agreement for a lease underlease sublease or tenancy;
- (e) "Licence" means a building licence dated 19 August 2011 made between the Chargee (1) the Chargor (2) and Wain Group Limited (3) in respect of the Property (inter alia);
- (f) "powers" in relation to the Chargee and the Receiver means their respective powers discretions and rights under this Charge or the general law or the Act or the Insolvency Act;
- (g) the "Property" means the freehold property being land at Pennine View Estate Rochdale Road, Bacup comprised in the Transfer and forming part of the land registered with absolute title at H M Land Registry under title number LA585279 and the whole of the land registered with possessory title under title number LAN152896. The Property includes but is not limited to

plots 116 to 153 (inclusive) and plots 174 and 175 on Phase 3 of the Pennine View Estate;

(h) "receiver" includes a manager and also a receiver and manager and also an administrative receiver or an administrator;

(i) the "Receiver" means the receiver appointed by the Chargee under or by virtue of this Charge and includes more than one such Receiver;

(j) "Secured Obligation" means the obligations of the Chargor to pay to the Chargee Overage (as defined in the Licence) in respect of the Property (or part thereof) and also legal costs on Sales (as defined in the Licence) of parts of the Property in each case pursuant to the Licence;

(k) "Security Interest" means any mortgage lien pledge charge or other security interest whatsoever howsoever created or arising; and

(l) "Transfer" means a transfer of the Property of even date herewith made between the Chargee (1) and the Chargor (2).

1.2 References to the Chargee and to the Chargor include references to the persons deriving title under them respectively

1.3 Any reference to the singular number includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and neuter

1.4 Any reference to a clause is, unless the context otherwise requires, a reference to a clause of this Charge.

1.5 Headings to clauses are for convenience only and do not affect the interpretation of this Charge

1.6 Any reference to an enactment is a reference to it as amended or as re-enacted with or without modification

2 Charge

2.1 The Chargor with full title guarantee charges with the performance or discharge of the Secured Obligation by way of legal mortgage the Property

2.2 The Chargor applies to the Chief Land Registrar for the registration against the registered title to the Property of the following restriction:

"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 [*being the date of this deed*] between (1) Melham Group Limited and (2) Wainhomes (North West) Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

3 Continuing Security

This Charge is made for securing the Secured Obligation and shall be a continuing security to the Chargee notwithstanding any settlement on account or other matter or thing whatsoever PROVIDED THAT on the 19th August 2035 (or on the date on which the Secured Obligation shall have been fully performed if earlier) the Chargee shall discharge this Charge and where a number of individual Residential Units (as defined in the Licence) are comprised in the Property the Chargee shall provide a partial discharge of this Charge in respect of each Residential Unit for which it has been paid Overage and legal costs in accordance with the Licence.

4 Covenants

The Chargor further covenants with the Chargee as follows:

4.1 Other Security Interests

Not to create or permit to subsist any Security Interest in or over the Property without the prior written agreement of the Chargee;

4.2 Disposals etc.

Except with the prior written consent of the Chargee not to sell or agree to sell its interest in the Property and in particular not to exercise the statutory or other powers of granting leases of the Property or parts thereof;

4.3 Receiver

During the currency of the appointment of the Receiver not without the consent of the Receiver to do any act or thing which the Receiver is empowered to do.

5 Power of Sale etc.

- 5.1 The Secured Obligation shall become due for the purposes of Section 101 of the Act but for no other purpose and the statutory power of sale and other powers of enforcement shall arise immediately after execution of this Charge;
- 5.2 Section 103 of the Act shall not apply and this security shall become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events:
- (a) if a receiver or administrative receiver or administrator is appointed of the whole or any part of the Property or of the Chargor or an encumbrancer takes possession of or any person exercises or attempts to exercise any power of sale in relation to the Property; or
 - (b) a petition be presented for the making of an administration order in relation to the Chargor; or
 - (c) a petition be presented in any Court for the winding up of the Chargor
- 5.3 The power of sale and the other powers conferred by the Act or otherwise are hereby extended and varied to authorise the Chargee at its absolute discretion to do all or any of the things or exercise all or any of the powers (mutatis mutandis) which a Receiver is empowered to do hereunder

6 Appoint Receiver

- 6.1 At any time after the Chargee's power of sale has become exercisable or if it is requested to do so by the Chargor the Chargee may by instrument in writing appoint one or more than one receiver of the Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. If more than one Receiver is appointed the Receiver may act jointly or jointly and severally
- 6.2 The Chargee may by instrument in writing remove the Receiver and appoint another in his place and the Chargee may also appoint an alternative or additional receiver
- 6.3 The Receiver shall so far as the law permits be the agent of the Chargor; and the Chargor alone shall be responsible for his acts and defaults and liable on any

contracts or engagements made or entered into by him; and the Chargee shall be in no way responsible for any misconduct negligence or default of his

6.4 The powers of the Receiver shall continue in full force and effect notwithstanding the liquidation or bankruptcy of the Chargor

6.5 The remuneration of the Receiver may be fixed by the Chargee but shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligation and accordingly be secured

6.6 Without limitation the Receiver has power on behalf and at the cost of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property and in particular (but without limitation) any Receiver shall have full power at his absolute discretion:

(a) to take possession of get in and collect the income from the Property and for that purpose to take any proceedings in the name of the Chargor or otherwise;

(b) to carry on manage or concur in carrying on and managing any business of the Chargor as he may think fit;

(c) to sell (whether by public auction or private contract or otherwise) exchange license or otherwise dispose of or in any way whatsoever deal with all or any part of the Property for such consideration (if any) and upon such terms as he may deem fit and to concur in any such transaction;

(d) to grant or make any lease and to accept or agree to accept surrenders of leases or tenancies of the Property in such circumstances and for such purposes and upon such terms whatsoever as he may think fit

6.7 The net proceeds arising from the exercise of the powers of the Receiver shall subject to any claims ranking in priority to the Secured Obligation be applied in or towards discharging in the following order of prnity:

(a) the amount of all costs charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of his powers and the costs charges and expenses of and incidental to his appointment;

(b) the remuneration of the Receiver;

(c) all other the Secured Obligation in such order as the Chargee may determine; and

(d) the claims of those entitled to any surplus

6.8 Sections 109(6) and (8) of the Act (application of moneys received by the Receiver) shall not apply in relation to a receiver appointed under the foregoing provisions of this Clause

7 Purchaser

A purchaser or a tenant or other person dealing with the Chargee or the Receiver shall not be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable

8 Exclusion of Liability and Miscellaneous

8.1 The Chargee and the Receiver shall not be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers

8.2 The Chargor unconditionally covenants with the Chargee upon demand to indemnify the Chargee and the Receiver (on a full complete and unqualified basis) against all claims proceedings expenditure and liabilities which the Chargee or the Receiver may incur in connection with this Charge or in consequence of anything done or purported to be done hereunder by the Chargee or the Receiver or of anything omitted to be done hereunder by the Chargor

9 Powers

9.1 In connection with the exercise of any of his powers the Receiver shall have power to execute or do or cause to be executed or done on behalf of or in the name of the Chargor or in the name of the Receiver or otherwise as he may deem fit all documents acts or things which he may consider appropriate

9.2 Without prejudice or limitation to the foregoing provisions for the purpose of securing the interest of the Chargee in the Property the Chargor irrevocably and by way of security appoints the Chargee and separately the Receiver to be the

attorney of the Chargor (with full power to appoint substitutes and to sub-delegate) on behalf of the Chargor and in the name of the Chargor or otherwise to execute any document or do any act or thing which the Chargor is obliged to execute or do under this Charge or which the Chargee or the Receiver may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Chargee or the Receiver

- 9.3 If the Chargee or the Receiver obtain possession of the Property and the Chargor fails to remove any furniture or other chattels the Chargee or the Receiver may remove and sell the same (not being under any liability to the Chargor other than to account for the net proceeds of such sale) and the Chargor shall indemnify the Chargee and the Receiver against all expenses and liabilities whatsoever incurred by the Chargee or the Receiver in connection with such removal and/or sale

10 Notice

Any notice or demand by the Chargee hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Chargor if served on any one of the directors or on the secretary of the Chargor or delivered or sent by first class letter post to the Chargor at its registered office or any of its principal places of business and shall if posted before the last scheduled collection of letters from the letter box in which the same is posted on any day be deemed to have been served on the addressee at 10 a.m. on the next succeeding Business Day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. Any notice or demand sent by telex or facsimile transmission on a Business Day shall be deemed to have been served at the time of despatch. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Chargor if signed by an officer of the Chargee

11 Law

This Charge is governed by English law and the parties submit to the jurisdiction of the English courts

IN WITNESS whereof the parties have duly executed and delivered this Deed as a deed the day and year first above written

SIGNED as a DEED by

WAINHOMES (NORTH WEST) LIMITED

acting by a Director and its Secretary (or two Directors)

Director

Director/Secretary

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line and a wavy line below it.

SIGNED as a DEED by

MELHAM GROUP LIMITED

acting by a Director and its Secretary (or two Directors)

Director

Director/Secretary

DATED 20 October 2014

WAINHOMES (NORTH WEST) LIMITED (1)

and

MELHAM GROUP LIMITED (2)

LEGAL CHARGE
of parts of the Pennine View Estate,
Rochdale Road, Bacup (including Plots
116-153 (inc.), 174 and 175 of Phase 3)

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DATED THIS 21 DAY OF October 2014

Wragge Lawrence Graham & Co
LLP

W RAGGE LAWRENCE GRAHAM & Co LLP
DERBYSHIRE



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THIS CHARGE dated

20 October

2014

BETWEEN

- (1) WAINHOMES (NORTH WEST) LIMITED (Company No.4978580) whose registered office is at Cedarwood, 2 Kelvin Close, Birchwood, Warrington WA3 7PB ("the Chargor"), and
- (2) MELHAM GROUP LIMITED (Company No 468931) whose registered office is at Environment House, 6 Union Road, Nottingham NG3 1FH (the "Chargee" which definition includes its successors in title or assigns)

NOW THIS DEED WITNESSES as follows:

1 Definitions

1.1 In this Charge except so far as the context otherwise requires:

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- (d) "lease" includes an underlease or sublease and any tenancy and any agreement for a lease underlease sublease or tenancy,
- (e) "Licence" means a building licence dated 19 August 2011 made between the Chargee (1) the Chargor (2) and Wain Group Limited (3) in respect of the Property (inter alia);
- (f) "powers" in relation to the Chargee and the Receiver means their respective powers discretions and rights under this Charge or the general law or the Act or the Insolvency Act,
- (g) the "Property" means the freehold property being land at Pennine View Estate Rochdale Road, Bacup comprised in the Transfer and forming part of the land registered with absolute title at H M Land Registry under title number LA585279 and the whole of the land registered with possessory title under title number LAN152896. The Property includes but is not limited to

plots 116 to 153 (inclusive) and plots 174 and 175 on Phase 3 of the Pennine View Estate;

- (h) "receiver" includes a manager and also a receiver and manager and also an administrative receiver or an administrator;
- (i) the "Receiver" means the receiver appointed by the Chargee under or by virtue of this Charge and includes more than one such Receiver;
- (j) "Secured Obligation" means the obligations of the Chargor to pay to the Chargee Overage (as defined in the Licence) in respect of the Property (or part thereof) and also legal costs on Sales (as defined in the Licence) of parts of the Property in each case pursuant to the Licence;
- (k) "Security Interest" means any mortgage lien pledge charge or other security interest whatsoever howsoever created or arising; and
- (l) "Transfer" means a transfer of the Property of even date herewith made between the Chargee (1) and the Chargor (2).

1.2 References to the Chargee and to the Chargor include references to the persons deriving title under them respectively

1.3 Any reference to the singular number includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and neuter

1.4 Any reference to a clause is, unless the context otherwise requires, a reference to a clause of this Charge.

1.5 Headings to clauses are for convenience only and do not affect the interpretation of this Charge

1.6 Any reference to an enactment is a reference to it as amended or as re-enacted with or without modification

2 Charge

2.1 The Chargor with full title guarantee charges with the performance or discharge of the Secured Obligation by way of legal mortgage the Property

- 2.2 The Chargor applies to the Chief Land Registrar for the registration against the registered title to the Property of the following restriction.

"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 [*being the date of this deed*] between (1) Melham Group Limited and (2) Wainhomes (North West) Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer "

3 Continuing Security

This Charge is made for securing the Secured Obligation and shall be a continuing security to the Chargee notwithstanding any settlement on account or other matter or thing whatsoever PROVIDED THAT on the 19th August 2035 (or on the date on which the Secured Obligation shall have been fully performed if earlier) the Chargee shall discharge this Charge and where a number of individual Residential Units (as defined in the Licence) are comprised in the Property the Chargee shall provide a partial discharge of this Charge in respect of each Residential Unit for which it has been paid Overage and legal costs in accordance with the Licence.

4 Covenants

The Chargor further covenants with the Chargee as follows:

4.1 Other Security Interests

Not to create or permit to subsist any Security Interest in or over the Property without the prior written agreement of the Chargee,

4.2 Disposals etc

Except with the prior written consent of the Chargee not to sell or agree to sell its interest in the Property and in particular not to exercise the statutory or other powers of granting leases of the Property or parts thereof;

4.3 Receiver

During the currency of the appointment of the Receiver not without the consent of the Receiver to do any act or thing which the Receiver is empowered to do.

5 Power of Sale etc.

- 5 1 The Secured Obligation shall become due for the purposes of Section 101 of the Act but for no other purpose and the statutory power of sale and other powers of enforcement shall arise immediately after execution of this Charge,
- 5 2 Section 103 of the Act shall not apply and this security shall become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events.
- (a) if a receiver or administrative receiver or administrator is appointed of the whole or any part of the Property or of the Chargor or an encumbrancer takes possession of or any person exercises or attempts to exercise any power of sale in relation to the Property; or
 - (b) a petition be presented for the making of an administration order in relation to the Chargor, or
 - (c) a petition be presented in any Court for the winding up of the Chargor
- 5 3 The power of sale and the other powers conferred by the Act or otherwise are hereby extended and varied to authorise the Chargee at its absolute discretion to do all or any of the things or exercise all or any of the powers (mutatis mutandis) which a Receiver is empowered to do hereunder

6 Appoint Receiver

- 6 1 At any time after the Chargee's power of sale has become exercisable or if it is requested to do so by the Chargor the Chargee may by instrument in writing appoint one or more than one receiver of the Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. If more than one Receiver is appointed the Receiver may act jointly or jointly and severally
- 6 2 The Chargee may by instrument in writing remove the Receiver and appoint another in his place and the Chargee may also appoint an alternative or additional receiver
- 6.3 The Receiver shall so far as the law permits be the agent of the Chargor, and the Chargor alone shall be responsible for his acts and defaults and liable on any

contracts or engagements made or entered into by him; and the Chargee shall be in no way responsible for any misconduct negligence or default of his

- 6.4 The powers of the Receiver shall continue in full force and effect notwithstanding the liquidation or bankruptcy of the Chargor
- 6.5 The remuneration of the Receiver may be fixed by the Chargee but shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligation and accordingly be secured
- 6.6 Without limitation the Receiver has power on behalf and at the cost of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property and in particular (but without limitation) any Receiver shall have full power at his absolute discretion:
- (a) to take possession of get in and collect the income from the Property and for that purpose to take any proceedings in the name of the Chargor or otherwise;
 - (b) to carry on manage or concur in carrying on and managing any business of the Chargor as he may think fit,
 - (c) to sell (whether by public auction or private contract or otherwise) exchange license or otherwise dispose of or in any way whatsoever deal with all or any part of the Property for such consideration (if any) and upon such terms as he may deem fit and to concur in any such transaction,
 - (d) to grant or make any lease and to accept or agree to accept surrenders of leases or tenancies of the Property in such circumstances and for such purposes and upon such terms whatsoever as he may think fit
- 6.7 The net proceeds arising from the exercise of the powers of the Receiver shall subject to any claims ranking in priority to the Secured Obligation be applied in or towards discharging in the following order of priority:
- (a) the amount of all costs charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of his powers and the costs charges and expenses of and incidental to his appointment;

- (b) the remuneration of the Receiver,
- (c) all other the Secured Obligation in such order as the Chargee may determine; and
- (d) the claims of those entitled to any surplus

6.8 Sections 109(6) and (8) of the Act (application of moneys received by the Receiver) shall not apply in relation to a receiver appointed under the foregoing provisions of this Clause

7 Purchaser

A purchaser or a tenant or other person dealing with the Chargee or the Receiver shall not be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable

8 Exclusion of Liability and Miscellaneous

8.1 The Chargee and the Receiver shall not be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers

8.2 The Chargor unconditionally covenants with the Chargee upon demand to indemnify the Chargee and the Receiver (on a full complete and unqualified basis) against all claims proceedings expenditure and liabilities which the Chargee or the Receiver may incur in connection with this Charge or in consequence of anything done or purported to be done hereunder by the Chargee or the Receiver or of anything omitted to be done hereunder by the Chargor

9 Powers

9.1 In connection with the exercise of any of his powers the Receiver shall have power to execute or do or cause to be executed or done on behalf of or in the name of the Chargor or in the name of the Receiver or otherwise as he may deem fit all documents acts or things which he may consider appropriate

9.2 Without prejudice or limitation to the foregoing provisions for the purpose of securing the interest of the Chargee in the Property the Chargor irrevocably and by way of security appoints the Chargee and separately the Receiver to be the

attorney of the Chargor (with full power to appoint substitutes and to sub-delegate) on behalf of the Chargor and in the name of the Chargor or otherwise to execute any document or do any act or thing which the Chargor is obliged to execute or do under this Charge or which the Chargee or the Receiver may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Chargee or the Receiver

- 9.3 If the Chargee or the Receiver obtain possession of the Property and the Chargor fails to remove any furniture or other chattels the Chargee or the Receiver may remove and sell the same (not being under any liability to the Chargor other than to account for the net proceeds of such sale) and the Chargor shall indemnify the Chargee and the Receiver against all expenses and liabilities whatsoever incurred by the Chargee or the Receiver in connection with such removal and/or sale

10 Notice

Any notice or demand by the Chargee hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Chargor if served on any one of the directors or on the secretary of the Chargor or delivered or sent by first class letter post to the Chargor at its registered office or any of its principal places of business and shall if posted before the last scheduled collection of letters from the letter box in which the same is posted on any day be deemed to have been served on the addressee at 10 a.m. on the next succeeding Business Day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted Any notice or demand sent by telex or facsimile transmission on a Business Day shall be deemed to have been served at the time of despatch. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Chargor if signed by an officer of the Chargee

11 Law

This Charge is governed by English law and the parties submit to the jurisdiction of the English courts

IN WITNESS whereof the parties have duly executed and delivered this Deed as a deed the day and year first above written

SIGNED as a DEED by

WAINHOMES (NORTH WEST) LIMITED

acting by a Director and its Secretary (or two Directors)

Director

Director/Secretary

SIGNED as a DEED by

MELHAM GROUP LIMITED

acting by a Director and its Secretary (or two Directors)

Director



Director/Secretary



For and on behalf of MM Secretariat Ltd
as Corporate Secretary