

In accordance with Sections 859A & 859J of the Companies Act 2006

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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 is no instrument. Use form MR08

For further information, please refer to our guidance at www.companieshouse.gov.uk

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

THURSDAY



A5KX0GE8

A22 01/12/2016 #257

COMPANIES HOUSE

1 Company details

Company number 09291407

Company name in full BARRY HOWARD HOMES (CENTRAL REGION) LTD

Filing 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 01/05/2016

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 WILSON PROCON 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

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

✓

By way of legal charge over the freehold property known as land and buildings at overstone Park Overstone Northampton NN6 0AS and adjoining land registered at HM Land Registry with title absolute under title number NN299430

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ Yes
 No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue
 No Go to Section 7

✓ Is the floating charge expressed to cover all the property and undertaking of the company?
 Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes
 No

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Particulars of a charge

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X




EMW.

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

 Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.
Contact name Minal Thakarar
Company name EMW
Address Seebeck House 1 Seebeck Place Knowlhill Milton Keynes County/Region Postcode M K 5 8 F R Country DX DX 151620 Milton Keynes 18 Telephone 0207 405 4440
 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
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have included a certified copy of the instrument with this form
<input type="checkbox"/> You have entered the date on which the charge was created
<input type="checkbox"/> You have shown the names of persons entitled to the charge
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/> You have given a description in Section 4, if appropriate
<input type="checkbox"/> You have signed the form
<input type="checkbox"/> You have enclosed the correct fee
<input type="checkbox"/> 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 9291407

Charge code: 0929 1407 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2016 and created by BARRY HOWARD HOMES (CENTRAL REGION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2016

Dx

Given at Companies House, Cardiff on 7th December 2016



Companies House



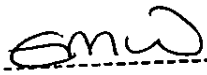
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED..... 15 November 2016

- (1) BARRY HOWARD HOMES (CENTRAL REGION) LIMITED
- (2) WILSON PROCON LTD

LEGAL CHARGE over Land and buildings at Overstone Park Overstone NN6 0AS

We hereby certify this to be
a true copy of the original



EMW LLP

LONDON ♦ MILTON KEYNES



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THIS LEGAL CHARGE is made the 15th day of November

2016

BETWEEN:

- mw
- (1) BARRY HOWARD HOMES (CENTRAL REGION) LIMITED incorporated and registered in England and Wales with company number ~~10261111~~⁰⁹²⁹¹⁴⁰⁷ whose registered office is at 10 Bridge Street Northampton Northamptonshire NN1 1NW ("the Borrower"); and
- mw
- (2) WILSON PROCON LTD incorporated and registered in England and Wales with company number ~~10261111~~⁰⁹²⁹¹⁴⁰⁷ whose registered office is at Eastgate House, 11 Cheyne Walk, Northampton NN1 5PT ("the Lender")

RECITALS:

- (A) The Borrower is buying the Property with the intention to develop it
- (B) The Lender has agreed to lend to the Borrower £300,000 in return for receiving 10% of any final profit made by the Borrower following development of the Property with the loan and any share of the profit being repaid as and when the development is completed and all plots sold

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS

1.1 In this legal charge

"Enforcement Event" means,

- (a) The Borrower fails to comply with any term, condition, covenant or provision of, or to perform any of his obligations or liabilities under, this or any associated or collateral security, or
- (b) Any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect, or
- (c) Any judgment or order made against the Borrower or any surety by any court is not complied with within 21 days, or
- (d) The property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or
- (e) In the case of a company
- (i) the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business, or
- (ii) the Borrower or any surety makes a proposal for a voluntary arrangement under Part I of the In-solvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or

- (iii) a petition is presented for the making of an administration order in respect of the Borrower or any surety; or
- (iv) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or
- (v) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

"First Charge" means a legal charge of even date made between (1) the Borrower and (2) Wiggins & Co Limited

"Interest Rate" means 4% above the base rate from time to time of Barclays Bank plc

"Principal" means £300,000 00

"Property" means the freehold property known as Land and buildings at Overstone Park Overstone NN6 0AS and adjoining land registered at HM Land Registry with title absolute under title number NN299430

"Redemption Date" means 30 June 2018 or such earlier date as shall be notified by the Borrower to the Lender

"Relevant Drawdown Date" means 30 June 2016

"Secured Sum" means all Principal lent to the Borrower by the Lender pursuant to this Legal charge and all other monies outstanding from time to time by the Borrower to the Lender pursuant to this legal charge

2 PAYMENT OF SECURED SUM, INTEREST AND COSTS

2.1 Principal

In consideration of the Principal which has been paid, by the Lender between, to the Borrower, the Borrower covenants with the Lender as set out below in clauses 2.3 to 2.8

2.2 Drawdown

The Borrower acknowledges that the Principal has been received from the Lender no later than the Relevant Drawdown Date.

2.3 Secured Sum

The Borrower covenants with the Lender to pay the Secured Sum to the Lender free from any legal or equitable right of set-off by the Redemption Date or, if earlier, immediately on demand if any Enforcement Event occurs

2.4 Plot Disposal

On the completion of the sale of each plot or flat on the Property the Borrower shall repay at least £[13,050,000] of any Principal which has been lent to the Borrower and is outstanding at that date and the Lender shall release that plot from this legal charge by supplying a signed DS3 form to the Borrower's solicitors on or before such completion date or if such sale repays all of the outstanding Secured Sum the Lender shall release this charge completely and supply a signed DS1 form to the Borrower's solicitors on or before such completion date

2.5 Profit share

The Borrower covenants with the Lender to pay to the Lender, when the development of the Property is completed and all the plots and flats sold (and the Borrower covenants to sell all the plots and flats at market value) and the final profit for the development of the Property by the Borrower is calculated, 10% of the net profit by the Borrower before tax in connection with the development of the Property (net profit being the total sales income from the sale of plots and units on the Property or any other part of the Property or the whole of the Property or money received from selling land swapped for any part of the Property by the Borrower less the total of all expenditure incurred in relation to developing the Property including (but not limited to) all costs incurred in connection with obtaining planning permission, dealing with land swaps for enabling development, obtaining planning permission on the land swap land, selling the enabling development land, developing, renovating and building the development works on the Property, complying with all statutory provisions including planning, any community infrastructure levy or s106 planning obligation costs, offsite infrastructure costs, dealing with the sale of plots flats and any parts of the Property or enabling land as are audited by the Borrower's auditor and the Lender shall have the right to have the Lender's auditors review the Borrower's accounts and financial information in relation to the development of the Property and the Borrower shall provide all information and assistance reasonably required in order for the Lender's auditors to be able to do so

2.6 Interest

If the Secured Sum is not repaid on the Redemption Date the Borrower covenants with the Lender to pay to the Lender interest on the Secured Sum (or so much of it as may from time to time remain outstanding) at the Interest Rate from the Redemption Date until the date of redemption of all Secured Sums such interest to be payable as well after as before any demand or judgment or the administration or liquidation of the Borrower

2.7 Early repayment

The Borrower may repay the whole or part of the Secured Sum at any time and if the whole Secured sum is repaid then the Lender shall release this charge and supply a signed DS1 form to the Borrower's solicitors as soon as reasonably possible

2.8 Costs, Charges, Expenses and Other Liabilities

2.8.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to any breach by the Borrower of the security constituted by and the obligations owed under and associated

with this deed (including all legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Secured Sum

2.8.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 2.7.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- 2.8.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed,
- 2.8.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,
- 2.8.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- 2.8.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,
- 2.8.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- 2.8.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security
- 2.8.2.7 the execution and supplying of the signed DS1 pursuant to clause 2.6.

3 LEGAL CHARGE

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

4 BORROWER'S REPRESENTATIONS AND WARRANTIES

4.1 The Borrower represents and warrants to the Lender that

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

- 4 1 2 Where the Borrower is a Company that the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association

5 BORROWER'S COVENANTS AS TO THE PROPERTY

The Borrower covenants with the Lender as set out below

5.1 Repair

- 5 1 1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in at least as good a condition as they are at the date hereof and in such a condition as to be safe and so as not to cause or be at risk of causing damage or injury to neighbouring property, the public highway or the occupiers or users thereof,
- 5 1.2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession,
- 5.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession,

5 2 Insurance

5.2.1 Duty to Insure

The Borrower will:

- 5 2 1 1 ensure the Property is kept insured for its full reinstatement value (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), with the interest of the Lender noted on the policy or at the option of the Lender in the joint names of the Borrower and the Lender against loss or damage due to the usual comprehensive risks and with a reputable insurance company or underwriter so as to oblige the insurer to have to notify the Lender in the event of the policy being cancelled or lapsing provided that the Borrower shall have 45 days to arrange such insurance from the date hereof; and
- 5 2 1 2 make all payments required for this purpose as and when they become due and on each renewal or change in the insurance policy to deliver to the Lender a copy of the policy of insurance and the receipt for each payment or other evidence such as a cover note showing the insurance is on risk and summarising the main terms of the policy.

5 2 2 Indemnity for Payments by the Lender

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Secured Sum). All such money and interest shall be charged on the Property

5 2 3 Application of Insurance Money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause 5 2) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose

5 3 Outgoings

The Borrower will punctually pay, and indemnify the Lender against, all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5.4 General Covenant to Comply with Statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property (if applicable) are complied with in all respects

5.5 General Covenant to Produce Notices etc

5.5.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property in a material way and served upon the Borrower by any third party, and will allow the Lender to make a copy of it;

5 5 2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve,

5 6 Specific Covenants relating to Planning and Environmental Matters

5.6.1 Compliance with Conditions of Permission for Development

The Borrower will comply with all conditions in any permission for any development of the Property within the provisions of the Town and Country Planning Act 1990

5 6 2 Compliance with Environmental Matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

5.6.3 Compliance with Notices etc.

5.6.3.1 If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it;

5.6.3.2 The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal,

5.6.3.3 If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with interest on them at the Interest Rate, shall be payable and charged upon the Property as provided by clause 5.1.4;

5.6.3.4 The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower;

5.6.3.5 All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.1.4

5.7 Leasing and Disposal

The Borrower must not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) and then only to the extent permitted by and in accordance with any conditions attached to such consent)

5.7.1 Exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

5 7 2 Otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it other than sales of completed freehold plots or leasehold flats which shall not require Lender's consent

5 8 Compliance with Terms of Conveyances etc.

5.8 1 The Borrower will observe and perform the obligations arising from the matters mentioned in the registered title(s) of the Property and the terms of all conveyances, grants, assignments, contracts, indemnity insurances and other deeds and documents from time to time affecting the Property and binding on the Borrower;

5 8 2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms,

5 8 3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5 1.4

5 9 Other Charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security and the First Charge

6 LENDER'S POWERS AND RIGHTS

6.1 Exercise of Statutory Powers

6 1 1 Section 103 of the Law of Property Act 1925 shall not apply to this security;

6 1 2 At any time after the occurrence of an Enforcement Event or after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

6 2 Extension of Statutory Powers

6 2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit,

6 2 2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the

purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12);

6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise;

6.2.4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in negligence or otherwise

6.3 Powers in respect of Furniture and Effects

6.3.1 At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage;

6.3.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservation, sale or disposal;

6.3.3 In the event of the Borrower being a company the Lender will have the right to set off any such proceeds of sale against the sums due under this security

6.3.4 In the event of the Borrower being an individual or individuals the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand

6.3.5 The provisions of this clause are not intended to grant the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

6.4 Power to Appoint a Receiver

6.4.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property,

6.4.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver,

6.4.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed,

6.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply;

6.4.5 Where more than one receiver is appointed they shall have the power to act severally;

- 6 4.6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration;
- 6.4.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail,
- 6 4 8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation (or) bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power
- 6 4 8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,
- 6 4.8.2 to manage or carry on or concur in carrying on any business of the Borrower;
- 6 4 8 3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
- 6 4.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise,
- 6 4.8 5 to seize and sever all or any fixtures at or in the Property (where the Borrower is an individual) other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- 6.4.8 6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- 6 4.8 7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6 4 8.6;

- 6.4.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security,
- 6.4.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
- 6.4.8.10 to acquire by purchase lease or otherwise any further property assets or rights;
- 6.4.8.11 to appoint, employ and dismiss managers, officers, contractors and agents;
- 6.4.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

6.4.9 All money received by any receiver shall be applied by him.

- 6.4.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 6.4.9.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,
- 6.4.9.3 in or towards satisfaction of the amount owing on this security;
- 6.4.9.4 and the surplus (if any) shall be paid to the Borrower or other persons entitled to it

6.5 Right to Consolidate

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

7 POWER OF ATTORNEY

The Borrower by way of security irrevocably appoints the Lender and any receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) to do in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Lender or any receiver pursuant to this Deed or the exercise of any of their powers under or in relation to this Deed

8 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 8.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Sum or other sums due under this Deed and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 8.2 Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Deed
- 8.3 The Borrower shall at its own cost at the Lender's request execute any deed or document and take any action reasonably required by the Lender to perfect this security

9 RE-ASSIGNMENT

Upon and subject to the Secured Sum and all other sums due under this Deed being paid to the Lender the Lender shall at the request of the Borrower (but subject to the rights and claims of any persons having prior rights thereto) discharge the security hereby created

10 PROTECTION OF PERSONS DEALING WITH THE LENDER OR A RECEIVER

- 10.1 No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:
 - 10.1.1 Whether this security has become enforceable,
 - 10.1.2 Whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,
 - 10.1.3 The propriety, regularity or purpose of the exercise or purported exercise of any such power;
 - 10.1.4 Whether any money remains due under the security; or
 - 10.1.5 The necessity or expediency of the stipulations and conditions subject to which any disposition shall be made,

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

11 INDULGENCE AND WAIVER

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

12 RESTRICTION

The Borrower and the Lender hereby apply to the Land Registry for the entry of the following restriction upon the proprietorship register of the 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 on behalf of the proprietor of a charge dated *15 November* 2016 made between (1) Barry Howard Homes (Central Region) Limited and (2) Wilson Procon Limited or his conveyancer"

13 DEMANDS AND NOTICES

13 1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower (if an individual) or in the case of a company any one of the directors or the secretary of the Borrower, by first class letter post, telex or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or its registered office or in the case of a company at any of its principal places of business

13 2 Service shall be deemed to be effected notwithstanding the death (or) dissolution of the Borrower:

13 2 1 at 10 a.m. on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

13.2.2 when left at the property concerned if delivered

13 3 The methods of service described in clause 13.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196

13 4 If the expression "the Borrower" includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

14 VALIDITY AND SEVERABILITY

14 1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

14 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

15 INTERPRETATION

15 1 Unless the context otherwise requires

15 1 1 the singular includes the plural and vice versa;

15 1.2 references to persons include references to firms companies or corporations and vice versa, and

15 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

15 2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

15.3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

15 4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it

15 5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation

15 6 Any reference to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named

16 GOVERNING LAW AND JURISDICTION


16.1 This mortgage shall be governed by and construed in accordance with English law

16 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts


16 3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

IN WITNESS whereof this document has been duly executed as a deed and delivered the day and year first before written

EXECUTED as a DEED and DELIVERED by)
WILSON PROCON LTD acting by one director)
in the presence of: -)


.....

Director

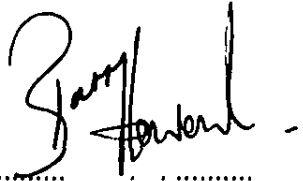
Witness Signature 

Witness Name ...KENNETH...HARRISON...

Witness Address ...ENGLANDS COTTAGE ...
..74 WINDY HILL... ..
...NORTHAMPTON... NNT 4EH ..

Witness Occupation
...COMPANY DIRECTOR

EXECUTED as a DEED and DELIVERED by)
BARRY HOWARD HOMES (CENTRAL)
REGION) LIMITED acting by one director in)
the presence of: -)


.....

Director

Witness Signature 

Witness Name. ...STEPHEN WILKS...

Witness Address ...Seabrook House... ..
..... 1 Seabrook... Lane... Kinsbury...
... .. Milton Keynes . MK15 8FL ..

Witness Occupation: ...SOLICITOR