



**Registration of a Charge**

Company name: **LINDUM GROUP LIMITED**

Company number: **01236338**



X7BVEDQZ

Received for Electronic Filing: **08/08/2018**

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**Details of Charge**

Date of creation: **03/08/2018**

Charge code: **0123 6338 0022**

Persons entitled: **MARION LAMYMAN  
KEITH ROY LAMYMAN**

Brief description: **FREEHOLD PROPERTY SITUATE AT AND KNOWN AS LAND AT GREEN  
MAN ROAD, NAVENBY, LINCOLNSHIRE, BEING THE WHOLE OF THE  
PROPERTY REGISTERED AT HM LAND REGISTRY UNDER TITLE  
NUMBER LL170254**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**ELLIOT RUFFLE FOR AND ON BEHALF OF SILLS & BETTERIDGE  
LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1236338

Charge code: 0123 6338 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2018 and created by LINDUM GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2018 .

Given at Companies House, Cardiff on 10th August 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Dated 3rd August 2018

(1) LINDUM GROUP LIMITED

and

(2) MARION LAMYMAN and KEITH ROY LAMYMAN

**LEGAL MORTGAGE**

**over land at Green Man Road, Navenby, Lincolnshire**

**Sills & Betteridge**  
Solicitors

46 Silver Street  
Lincoln  
LN2 1ED

Tel: 01522 542211

Fax: 01522 510463

Ref: AGP/167019/5

Email: [info@sillslegal.co.uk](mailto:info@sillslegal.co.uk)

We hereby certify that this is a  
true copy of the original  
SILLS & BETTERIDGE LLP  
SOLICITORS

08/08/18

*Sills & Betteridge LLP*

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THIS DEED is dated

3rd August

2018

## PARTIES

- (1) **LINDUM GROUP LIMITED** incorporated and registered in England and Wales with company number 01236338 whose registered office is at Lindum Business Park, Station Road, North Hykeham, Lincoln LN6 3QX (the "**Buyer**"); and
- (2) **MARION LAMYMAN** of Romar, Green Man Road, Navenby, Lincolnshire LN5 0JY and **KEITH ROY LAMYMAN** of Top Farm, Lincoln Road, Navenby, Lincolnshire LN5 0EL (the "**Seller**").

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions have the following meanings:

"**Competent Authority**" means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body

"**Affordable Housing**" has the meaning given to that expression in Annex 2 of the National Planning Policy Framework

"**Contract**" means the contract dated 3rd August 2018 made between (1) the Seller and (2) the Buyer relating to the sale and purchase of the Property

"**Debt**" means the sum of eight hundred and sixty thousand pounds (£860,000) due to be paid by the Buyer to the Seller pursuant to the Contract or (as the context requires) the total amount outstanding of that sum

**"Default Interest"** means 4% above the base rate of National Westminster Bank Plc from time to time

**"Disposition"** has the meaning given to the term by Section 205(1) of the Law of Property Act 1925 (save that for the avoidance of doubt the term **"conveyance"** given by Section 205(1) of the Law of Property Act 1925 shall include a transfer) and also includes any disposition as set out in Section 27 of the Land Registration Act 2002

**"Event of Default"** means any event or circumstance listed in clause 14 of this agreement.

**"LPA 1925"** means the Law of Property Act 1925.

**"Market Value Dwelling"** means any dwelling which is not Affordable Housing.

**"Property"** means the freehold property situate at and known as land at Green Man Road Navenby Lincolnshire being the whole of the property registered at H M Land Registry under title number LL170254.

**"Repayment Date"** means the earlier of:

- (a) 1<sup>st</sup> August 2019; and
- (b) the date upon which the Buyer completes the sale or other Disposition of 50% of the Market Value Dwellings intended to be constructed on the Property.

**"Sale"** means:-

- (a) a sale by the Buyer of a Market Value Dwelling comprising an individual plot forming part of the Property together with the dwellinghouse and garage (if appropriate) constructed thereon or on some part thereof to a third party purchaser; or

- (b) any Disposition to a Competent Authority which acquires an interest in the Property in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Property and/or the granting of easements to such Competent Authority for any of the aforesaid purposes; or
- (c) any Disposition or dedication of highway or of public open space pursuant to a Statutory Agreement to a Competent Authority; or
- (d) any Disposition to a registered provider of Affordable Housing of any part of the Property on which Affordable Housing is to be constructed or has been constructed in accordance with the scheme for the provision of Affordable Housing as part of the proposed development of the Property as approved by the Local Planning Authority.

**"Security"** means 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

**"Statutory Agreement"** means all or any of the following as the case may be:

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government (Miscellaneous Provisions) Act 1982, Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section 38 and/or Section 278 and/or the Water Industry Act 1991 Section 104 or any provision to a similar intent;
- (b) an agreement with a water undertaker or drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board within the meaning of the



Water Resources Act 1991 or the Land Drainage Act 1991 (or other appropriate authority as to water supply or drainage surface and/or foul water from the Property));

(c) an agreement with any Competent Authority relating to other services;

(d) a planning obligation whether entered into by agreement or otherwise in respect of and affecting the Property (whether or not also affecting other properties) pursuant to Section 106 of the Town and Country Planning Act 1990.

1.2 A reference in this agreement to a mortgage of or over the Property applies to all buildings and infrastructure that are situated on, or form part of, the Property at any time

1.3 A reference to the Seller shall include that party's successors and this agreement shall be binding on and enure for the benefit of the Seller, their respective personal representatives and successors.

1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular

1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders

1.6 Clause headings shall not effect the interpretation of this agreement

## **2. DEBT**

It is a term of the Contract that the Debt (representing the second tranche of the purchase price for the Property due to be paid by the Buyer to the Seller on 1<sup>st</sup> August 2019) is secured by a first legal mortgage over the Property.

**3. REPAYMENT**

The Buyer covenants to repay to the Seller the Debt in full on the Repayment Date or such earlier date as the Buyer may choose or, if earlier, following a demand by the Seller at any time after an Event of Default has occurred, together in each case with all (if any) accrued interest and other amounts outstanding under this agreement.

**4. DEFAULT INTEREST**

If the Buyer fails to make any payment due under this agreement on the due date for payment, Default Interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment).

**5. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Debt and all other amounts secured by this agreement, the Buyer charges the Property, with full title guarantee, to the Seller by way of first legal mortgage.

**6. PERFECTION OF SECURITY**

The Buyer consents to an application being made by the Seller to the Land Registrar for the following restriction in Form P to be registered against their title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *3rd August* 2018 in favour of MARION LAMYMAN and KEITH ROY LAMYMAN referred to in the charges register or without a certificate signed by a conveyancer that the provisions of clause 7 of the said charge dated *3rd August* 2018 have been complied with"

## **7. SALES**

- 7.1 At any time during the continuance of this security before the power of sale vested in the Seller becomes exercisable the Buyer may sell or dispose of a part of the Property by way of a Sale
- 7.2 If the Buyer gives notice to the Seller that a Sale is to be effected the Buyer shall promptly execute a Land Registry form DS3 ("DS3") in relation to the Sale which shall be delivered to the Buyer's conveyancer prior to completion of the Sale against an undertaking from the Buyer's conveyancer not to date or release the DS3 until actual completion of the Sale to which the DS3 relates
- 7.3 For the purposes of the restriction registered pursuant to clause 6, provided a Sale has been completed, the Buyer's conveyancer shall be entitled to provide a certificate in accordance with the said restriction to confirm that the provisions of this clause 7 have been complied with

## **8. REPRESENTATIONS**

The Buyer represents and warrants to the Seller on each day until the Debt has been unconditionally and irrevocably paid in full that:

- 8.1.1 save for any Sale effected pursuant to clause 7.1 the Buyer is the sole legal and beneficial owner of the Property;
- 8.1.2 the Property is free from any Security other than the Security created by this agreement;
- 8.1.3 the Buyer has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;

- 8.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- 8.1.5 there is no breach of any law or regulation that materially adversely affects the Property;
- 8.1.6 nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- 8.1.7 no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the insolvency of the Buyer or otherwise.

## **9. COVENANTS**

- 9.1 The Buyer will not at any time, except with the prior written consent of the Seller:
  - 9.1.1 create or permit any Security on, or in relation to, the Property (not being a part of the Property the subject of a Sale) other than the Security created by this agreement;
  - 9.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property save for a Sale in the ordinary course of business; or
  - 9.1.3 create or grant any interest in the Property in favour of a third party save for a Sale in the ordinary course of business .
- 9.2 The Buyer will 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 Seller or materially diminish the value of the Property or the effectiveness of the Security created by this agreement.

9.3 The Buyer will not, without the prior written consent of the Seller (which must not be unreasonably withheld or delayed):

9.3.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

9.3.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

## **10. ENFORCEMENT OF SECURITY**

10.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this agreement) will, as between the Seller and a buyer from the Seller, arise on and be exercisable at any time after the execution of this agreement, but the Seller will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

10.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this agreement.

## **11. COSTS**

11.1 The Buyer will pay to, or reimburse, the Seller on demand, on a full indemnity basis, all costs and liabilities incurred by the Seller, in relation to suing for, or recovering, the Debt or any other amounts secured by this agreement.

- 11.2 The Buyer will pay the Seller's reasonable legal costs incurred in dealing with the release of any part of the Property the subject of a Sale pursuant to clause 7.

## **12. RELEASE**

Once the Debt and all other amounts (if any) secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Seller will, at the request and cost of the Buyer, take whatever action is necessary to release the Property from the Security created by this agreement.

## **13. ASSIGNMENT AND TRANSFER**

Neither the Seller nor the Buyer may assign or transfer any of their rights and obligations under this agreement save that upon the death of either Seller this agreement shall enure for the benefit of their respective estates.

## **14. EVENTS OF DEFAULT**

- 14.1 The Buyer fails to pay any sum payable by it under this agreement when due.
- 14.2 The Buyer fails (other than by a failure to pay) to comply with any clause of this agreement and, if the Seller acting reasonably considers that the default is capable of remedy, the default is not remedied within 14 days of the earlier of:
- 14.2.1 the Seller notifying the Buyer of the default and the remedy required; and
  - 14.2.2 the Buyer becoming aware of the default.
- 14.3 Either:
- 14.3.1 the Buyer stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due;

14.3.2 a resolution is passed or an order is made for or in connection with the winding up of the Buyer; or

14.3.3 an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Buyer

## **15. NOTICES**

15.1 Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

15.2 Any notice or other communication to be given under this agreement must be given to the Seller at the relevant address stated at the start of this agreement or as otherwise specified by the Seller in writing to the Buyer and any notice or other communication to be given under this agreement must be given to the Buyer at its registered office for the time being.

15.3 Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

## **16. GOVERNING LAW**

This agreement 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 will be governed by and construed in accordance with the law of England and Wales.

## **17. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**18. COUNTERPARTS**

This agreement 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 the one agreement.

This agreement has been entered into as a deed on the date stated at the beginning of it.



**EXECUTED as a DEED and DELIVERED**

by **LINDUM GROUP LIMITED**

acting by .....

a director, in the presence of: .....

Witness Signature .....

Name(BLOCK CAPS) .....

Address .....

.....

.....

Occupation .....

**SIGNED as a DEED and DELIVERED**

by **MARION LAMYMAN**

*m. Lamyman*  
.....

in the presence of:

Witness Signature ..... 

Name(BLOCK CAPS) **KIA BUTTERFIELD**

Address ..... **SILLS & BETTERIDGE LLP**

**SOLICITORS**

..... **46 SILVER STREET**

**LINCOLN LN2 1ED**

Occupation **TRAINEE SOLICITOR**

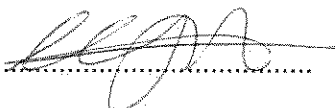
SIGNED as a DEED and DELIVERED

by KEITH ROY LAMYMAN

  
.....

in the presence of:

Witness Signature .....



Name(BLOCK CAPS) .....

KIA BUTTGFIELD

Address .....

SILLS & BETTERIDGE LLP  
SOLICITORS  
46 SILVER STREET  
LINCOLN LN2 1ED

Occupation .....

TRAINEE SOLICITOR



Dated 3rd August 2018

(1) LINDUM GROUP LIMITED

and

(2) MARION LAMYMAN and KEITH ROY LAMYMAN

**LEGAL MORTGAGE**

**over land at Green Man Road, Navenby, Lincolnshire**

**Sills &  
Betteridge**  
Solicitors

46 Silver Street  
Lincoln  
LN2 1ED  
Tel: 01522 542211  
Fax: 01522 510463  
Ref: AGP/167019/5  
Email: [info@sillslegal.co.uk](mailto:info@sillslegal.co.uk)

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THIS DEED is dated

3rd August

2018

## PARTIES

- (1) **LINDUM GROUP LIMITED** incorporated and registered in England and Wales with company number 01236338 whose registered office is at Lindum Business Park, Station Road, North Hykeham, Lincoln LN6 3QX (the "**Buyer**"); and
- (2) **MARION LAMYMAN** of Romar, Green Man Road, Navenby, Lincolnshire LN5 0JY and **KEITH ROY LAMYMAN** of Top Farm, Lincoln Road, Navenby, Lincolnshire LN5 0EL (the "**Seller**").

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions have the following meanings:

"**Competent Authority**" means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body

"**Affordable Housing**" has the meaning given to that expression in Annex 2 of the National Planning Policy Framework

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**"Default Interest"** means 4% above the base rate of National Westminster Bank Plc from time to time

**"Disposition"** has the meaning given to the term by Section 205(1) of the Law of Property Act 1925 (save that for the avoidance of doubt the term **"conveyance"** given by Section 205(1) of the Law of Property Act 1925 shall include a transfer) and also includes any disposition as set out in Section 27 of the Land Registration Act 2002

**"Event of Default"** means any event or circumstance listed in clause 14 of this agreement.

**"LPA 1925"** means the Law of Property Act 1925.

**"Market Value Dwelling"** means any dwelling which is not Affordable Housing.

**"Property"** means the freehold property situate at and known as land at Green Man Road Navenby Lincolnshire being the whole of the property registered at H M Land Registry under title number LL170254.

**"Repayment Date"** means the earlier of:

- (a) 1<sup>st</sup> August 2019; and
- (b) the date upon which the Buyer completes the sale or other Disposition of 50% of the Market Value Dwellings intended to be constructed on the Property.

**"Sale"** means:-

- (a) a sale by the Buyer of a Market Value Dwelling comprising an individual plot forming part of the Property together with the dwellinghouse and garage (if appropriate) constructed thereon or on some part thereof to a third party purchaser; or

- (b) any Disposition to a Competent Authority which acquires an interest in the Property in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Property and/or the granting of easements to such Competent Authority for any of the aforesaid purposes; or
- (c) any Disposition or dedication of highway or of public open space pursuant to a Statutory Agreement to a Competent Authority; or
- (d) any Disposition to a registered provider of Affordable Housing of any part of the Property on which Affordable Housing is to be constructed or has been constructed in accordance with the scheme for the provision of Affordable Housing as part of the proposed development of the Property as approved by the Local Planning Authority.

**"Security"** means 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

**"Statutory Agreement"** means all or any of the following as the case may be:

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government (Miscellaneous Provisions) Act 1982, Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section 38 and/or Section 278 and/or the Water Industry Act 1991 Section 104 or any provision to a similar intent;
- (b) an agreement with a water undertaker or drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board within the meaning of the



Water Resources Act 1991 or the Land Drainage Act 1991 (or other appropriate authority as to water supply or drainage surface and/or foul water from the Property);

(c) an agreement with any Competent Authority relating to other services;

(d) a planning obligation whether entered into by agreement or otherwise in respect of and affecting the Property (whether or not also affecting other properties) pursuant to Section 106 of the Town and Country Planning Act 1990.

1.2 A reference in this agreement to a mortgage of or over the Property applies to all buildings and infrastructure that are situated on, or form part of, the Property at any time

1.3 A reference to the Seller shall include that party's successors and this agreement shall be binding on and enure for the benefit of the Seller, their respective personal representatives and successors.

1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular

1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders

1.6 Clause headings shall not effect the interpretation of this agreement

## **2. DEBT**

It is a term of the Contract that the Debt (representing the second tranche of the purchase price for the Property due to be paid by the Buyer to the Seller on 1<sup>st</sup> August 2019) is secured by a first legal mortgage over the Property.

**3. REPAYMENT**

The Buyer covenants to repay to the Seller the Debt in full on the Repayment Date or such earlier date as the Buyer may choose or, if earlier, following a demand by the Seller at any time after an Event of Default has occurred, together in each case with all (if any) accrued interest and other amounts outstanding under this agreement.

**4. DEFAULT INTEREST**

If the Buyer fails to make any payment due under this agreement on the due date for payment, Default Interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment).

**5. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Debt and all other amounts secured by this agreement, the Buyer charges the Property, with full title guarantee, to the Seller by way of first legal mortgage.

**6. PERFECTION OF SECURITY**

The Buyer consents to an application being made by the Seller to the Land Registrar for the following restriction in Form P to be registered against their title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *3rd August* 2018 in favour of MARION LAMYMAN and KEITH ROY LAMYMAN referred to in the charges register or without a certificate signed by a conveyancer that the provisions of clause 7 of the said charge dated *3rd August* 2018 have been complied with"

## **7. SALES**

- 7.1 At any time during the continuance of this security before the power of sale vested in the Seller becomes exercisable the Buyer may sell or dispose of a part of the Property by way of a Sale
- 7.2 If the Buyer gives notice to the Seller that a Sale is to be effected the Buyer shall promptly execute a Land Registry form DS3 ("DS3") in relation to the Sale which shall be delivered to the Buyer's conveyancer prior to completion of the Sale against an undertaking from the Buyer's conveyancer not to date or release the DS3 until actual completion of the Sale to which the DS3 relates
- 7.3 For the purposes of the restriction registered pursuant to clause 6, provided a Sale has been completed, the Buyer's conveyancer shall be entitled to provide a certificate in accordance with the said restriction to confirm that the provisions of this clause 7 have been complied with

## **8. REPRESENTATIONS**

The Buyer represents and warrants to the Seller on each day until the Debt has been unconditionally and irrevocably paid in full that:

- 8.1.1 save for any Sale effected pursuant to clause 7.1 the Buyer is the sole legal and beneficial owner of the Property;
- 8.1.2 the Property is free from any Security other than the Security created by this agreement;
- 8.1.3 the Buyer has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;

- 8.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- 8.1.5 there is no breach of any law or regulation that materially adversely affects the Property;
- 8.1.6 nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- 8.1.7 no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the insolvency of the Buyer or otherwise.

## **9. COVENANTS**

- 9.1 The Buyer will not at any time, except with the prior written consent of the Seller:
  - 9.1.1 create or permit any Security on, or in relation to, the Property (not being a part of the Property the subject of a Sale) other than the Security created by this agreement;
  - 9.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property save for a Sale in the ordinary course of business; or
  - 9.1.3 create or grant any interest in the Property in favour of a third party save for a Sale in the ordinary course of business .
- 9.2 The Buyer will 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 Seller or materially diminish the value of the Property or the effectiveness of the Security created by this agreement.

9.3 The Buyer will not, without the prior written consent of the Seller (which must not be unreasonably withheld or delayed):

9.3.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

9.3.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

## **10. ENFORCEMENT OF SECURITY**

10.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this agreement) will, as between the Seller and a buyer from the Seller, arise on and be exercisable at any time after the execution of this agreement, but the Seller will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

10.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this agreement.

## **11. COSTS**

11.1 The Buyer will pay to, or reimburse, the Seller on demand, on a full indemnity basis, all costs and liabilities incurred by the Seller, in relation to suing for, or recovering, the Debt or any other amounts secured by this agreement.

11.2 The Buyer will pay the Seller's reasonable legal costs incurred in dealing with the release of any part of the Property the subject of a Sale pursuant to clause 7.

**12. RELEASE**

Once the Debt and all other amounts (if any) secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Seller will, at the request and cost of the Buyer, take whatever action is necessary to release the Property from the Security created by this agreement.

**13. ASSIGNMENT AND TRANSFER**

Neither the Seller nor the Buyer may assign or transfer any of their rights and obligations under this agreement save that upon the death of either Seller this agreement shall enure for the benefit of their respective estates.

**14. EVENTS OF DEFAULT**

14.1 The Buyer fails to pay any sum payable by it under this agreement when due.

14.2 The Buyer fails (other than by a failure to pay) to comply with any clause of this agreement and, if the Seller acting reasonably considers that the default is capable of remedy, the default is not remedied within 14 days of the earlier of:

14.2.1 the Seller notifying the Buyer of the default and the remedy required; and

14.2.2 the Buyer becoming aware of the default.

14.3 Either:

14.3.1 the Buyer stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due;

14.3.2 a resolution is passed or an order is made for or in connection with the winding up of the Buyer; or

14.3.3 an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Buyer

## **15. NOTICES**

15.1 Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

15.2 Any notice or other communication to be given under this agreement must be given to the Seller at the relevant address stated at the start of this agreement or as otherwise specified by the Seller in writing to the Buyer and any notice or other communication to be given under this agreement must be given to the Buyer at its registered office for the time being.

15.3 Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

## **16. GOVERNING LAW**

This agreement 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 will be governed by and construed in accordance with the law of England and Wales.

## **17. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**18. COUNTERPARTS**

This agreement 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 the one agreement.

This agreement has been entered into as a deed on the date stated at the beginning of it.



**EXECUTED as a DEED and DELIVERED**

by **LINDUM GROUP LIMITED**

acting by David Chambers



a director, in the presence of:

Witness Signature [Signature]

Name(BLOCK CAPS) MARIE FOSTER

Address 44 FEN ROAD

NEIGHINGTON

UNWOLN, UN4-1JL

Occupation LAND & PLANNING MANAGER

**SIGNED as a DEED and DELIVERED**

by **MARION LAMYMAN**

in the presence of:

Witness Signature .....

Name(BLOCK CAPS) .....

Address .....

Occupation .....

**SIGNED as a DEED and DELIVERED**

by **KEITH ROY LAMYMAN**

.....

in the presence of:

Witness Signature .....

Name(BLOCK CAPS) .....

Address .....

.....

.....

Occupation .....

