



Registration of a Charge

Company name: **WESTCO PROPERTIES LIMITED**

Company number: **02677745**



X8GPF372

Received for Electronic Filing: **23/10/2019**

Details of Charge

Date of creation: **11/10/2019**

Charge code: **0267 7745 0006**

Persons entitled: **COMEYTROWE SECURITY TRUSTEE LIMITED**

Brief description: **THE CHARGOR CHARGES TO THE CHARGEES WITH FULL TITLE GUARANTEE BY WAY OF FIRST LEGAL MORTGAGE THE CHARGED PROPERTY AS SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURITY AMOUNTS. THE CHARGED PROPERTY BEING THE LAND COMPRISED IN TITLE NUMBERS ST276619, ST253515, ST273894, ST238031 AND THE TITLE NUMBERS TO BE ALLOCATED FOLLOWING COMPLETION OF THE TRANSFER OF LAND AT COMEYTROWE, SOMERSET PURSUANT TO THE TERMS OF THE AGREEMENT DATED THE SAME DATE AS THIS LEGAL CHARGE AND MADE BETWEEN (A) GRAHAM HUGH GRANT, DAVID WILLIAM GRANT AND JANE ELIZABETH DUNFORD (1) AND TAYLOR WIMPEY UK LIMITED (2); (B) ALAN PETER PARRIS, SYLVIA MARY PARRIS AND PHILLIP HENRY BEDFORD (1) AND TAYLOR WIMPEY UK LIMITED (2); AND ROSEMARY ANN ROGERSON, JUDITH MARGARET PENNY, FELICITY JANE SMALL AND TIMOTHY CHARLES SMALL (1) AND TAYLOR WIMPEY UK LIMITED (2), BUT EXCLUDING THE UNCHARGED PROPERTY THE LAND SHOWN SHADED PURPLE ON THE PLAN ATTACHED TO THIS LEGAL CHARGE AND ALSO EXCLUDING EACH PART OF THE CHARGED PROPERTY AS IS FROM TIME TO TIME RELEASED FROM THIS LEGAL CHARGE PURSUANT TO CLAUSE 11.5 OF THE AGREEMENT. PLEASE SEE THE CHARGE DOCUMENT FOR FULL DETAILS.**

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BETH STEVENS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2677745

Charge code: 0267 7745 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th October 2019 and created by WESTCO PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2019 .

Given at Companies House, Cardiff on 24th October 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CSTL

**Eversheds Sutherland
(International) LLP**
115 Colmore Row
Birmingham
B3 3AL
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 13004 Birmingham

eversheds-
sutherland.com

Dated

11th October

2019

- (1) BOVIS HOMES LIMITED and TAYLOR WIMPEY UK LIMITED and *Wisteria Properties Limited*
- (2) TAYLOR WIMPEY UK LIMITED *Adfords*
- (3) COMEYTROWE SECURITY TRUSTEE LIMITED

Legal charge

relating to freehold property known as land at Comeytrove, Somerset

PARTICULARS

Date

1st October 2019

Chargor

* Wando Properties Limited (Company Registration Number 2677745) of 1 Wellington Way, Skyport Business Park, Clyst Honiton, Exeter, EX5 2FZ (Wando)

Ashfords

Bovis Homes Limited (Company Number 397634) registered office 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY; and

Taylor Wimpey UK Limited (company number 1392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR.

Chargee

Comeytrove Security Trustee Limited (Company Number 12009715) registered office Cutliffe Farm, Sherford, Taunton, Somerset, TA1 3EQ as security trustee for itself and the Owners.

Developer

Taylor Wimpey UK Limited (company number 1392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR.

Chargor's Solicitors

Eversheds Sutherland (International) LLP of 115 Colmore Row, Birmingham, B3 3AL (Ref: EDWARDNR293071.000005).

Chargee's Solicitors

Ashfords LLP of Ashford Court, Blackbrook Park Ave, Taunton TA1 2PX (Ref: Michael Gay).

Owners

The Owners as defined in the Agreement.

Deferred Instalments

The Deferred Instalments as defined in the Agreement.

THIS LEGAL CHARGE is made on 11th October

2019

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Legal Charge the following words have the following meanings:

"Adoptable Road"

Any road, footpath, cycleway or other access intended to become adopted as maintainable at the public expense.

"Agreement"

An agreement dated 7 August 2019 made between the Owners (1), the Developer (2), Bovis Homes Limited (3) and Summerfield Developments (SW) Limited, in respect of the sale and purchase of the Charged Property.*

"Charge Free Land"

The Charge Free Land as defined in the Agreement.

"Charged Property"

The Property but excluding the Uncharged Property the land shown shaded purple on the plan attached to this Legal Charge and also excluding each part of the Charged Property as is from time to time released from this Legal Charge pursuant to clause 11.5 of the Agreement.

"Deferred Payment Phase 1"

Deferred Payment Phase 1 as defined in the Agreement.

"Deferred Payment Phase 2"

Deferred Payment Phase 2 as defined in the Agreement.

"Deferred Payment Phase 3"

Deferred Payment Phase 3 as defined in the Agreement.

"Deferred Payment Phase 4"

Deferred Payment Phase 4 as defined in the Agreement.

"Exempt Dispositions"

A disposal falling into any of the following categories:-

- (a) a transfer or lease to a local authority or other statutory body pursuant to a Statutory Agreement or road dedication obligation; or
- (b) a transfer or lease to a statutory body or service supply company of an

* as varied by a Supplemental Agreement dated October 2019 made between the Owners (1) The Developer (2) Bovis Homes Limited (3) Summerfield Developments (SW) Limited (4) the Chargee (5) and Woburn Properties Limited (6)



"Exempt Plot Disposal"

electricity substation, gas governor, pumping station, water pumping station, balancing pond or other statutory services which have been or are to be constructed or installed on the Charged Property; or

- (c) any deed of grant of rights, licence or wayleave granted to any local authority, statutory body or service supply company

A disposal falling into any of the following categories:-

- (a) a transfer or lease of individual dwellinghouses or group of dwellinghouses (which expression shall include a flat maisonette bungalow or other residential unit) immediate curtilage and garage, parking space, private drive or forecourt; or
- (b) a transfer of land to a management company managing such land;
- (c) a transfer or lease to a registered social landlord as defined in the Housing Act 1986 or to any other affordable or social housing provider; or
- (d) a transfer of the freehold reversion expectant upon leases of dwellinghouses.

"Next Phase"

Deferred Payment Phase 1 initially but once:

- (d) Deferred Payment Phase 1 is released from this Charge it shall mean Deferred Payment Phase 2;
- (e) Deferred Payment Phase 2 is released from this Charge it shall mean Deferred Payment Phase 3; and
- (f) Deferred Payment Phase 3 is released from this Charge it shall mean Deferred Payment Phase 4.

"Property"

The land comprised in Title Numbers ST276619, ST253515, ST273894, ST238031 and the Title Numbers to be allocated following completion of the transfer of land at Comeytrove, Somerset, dated the same date as this Legal Charge and made between:

pursuant to the terms of the Agreement

Ashford

- (a) Graham Hugh Grant, David William Grant and Jane Elizabeth Dunford (1) and Taylor Wimpey UK Limited (2);
- (b) Alan Peter Parris, Sylvia Mary Parris and Philip Henry Bedford (1) and Taylor Wimpey UK Limited (2); and
- (c) Rosemary Ann Rogerson, Judith Margaret Penny, Felicity Jane Small and Timothy Charles Small (1) and Taylor Wimpey UK Limited (2)

"Relevant Authorities"

The Local Planning Authority highway environmental drainage river and water authorities the suppliers of the Services and the Secretary of State whose consent may be required for any development taking place on the Uncharged Land.

"Restriction"

has the meaning as defined in **clause 8**.

"Security Interest"

means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect.

"Security Trust Deed"

means the security trust deed dated on or around the date of this Legal Charge between (1) the Chargee, (2) the Owners, and (2) the Chorgor.

"Statutory Agreement"

any deed or agreement required in connection with the development of the Development Area or any part of it and required by a Local Planning Authority or by any authority or body responsible for highways, sewerage, water, gas, electricity or communication services. Such agreement may be under any of the following statutes or similar legislation:-

Section 106 of the Planning Act;

Section 111 Local Government Act 1972;

Highways Act 1980;

Electricity Act 1989;

Gas Act 1980;

Water Act 1989; or

Water Industry Act 1991.

and includes a unilateral undertaking given pursuant to Section 106 of the Town and Country Planning Act 1990

Uncharged Property ‘

The land shown shaded purple on the plan attached to this Legal Charge plus each part of the Charged Property as is from time to time released from this Legal Charge

Working Day”

Working Day as defined in the Agreement

2 DEVELOPER'S COVENANTS TO PAY AND SECURITY FOR PAYMENT

- 2 1 The Developer hereby covenants with the Chargee that the Developer will duly and punctually pay to the Owners the Deferred Instalments in accordance with the Agreement (the **Secured Amounts**)
- 2 2 The Chargor charges to the Chargee with full title guarantee by way of first legal mortgage the Charged Property as security for the payment and discharge of the Secured Amounts
- 2 3 The Chargee holds this Legal Charge on trust for the Owners

3 REDEMPTION

- 3 1 The Developer shall pay to the Owners the Deferred Instalments in accordance with the provisions of the Agreement
- 3 2 Should the Developer fail to make any such payment within 10 Working Days of the due date for payment pursuant to the Agreement, the balance of the Deferred Instalments shall become immediately payable to the Owners
- 3 3 All monies received under this Legal Charge shall be paid or applied in accordance with clause 5 of the Security Trust Deed
- 3 4 Upon the irrevocable and unconditional payment in full of any Deferred Instalment to the Owners, the Chargee will (at the request and cost of the Developer, here meaning reasonable and proper legal costs only) forthwith release the relevant Next Phase comprised within the Charged Property from this Legal Charge and the Restriction in accordance with clause 11 5 of the Agreement

4 LIABILITY OF THE DEVELOPER AND CHARGEES PROTECTIONS

4 1 Liability not discharged

- 4 1 1 The Developer's liability under this Legal Charge in respect of any of the Secured Amounts shall not be discharged, prejudiced or affected by
 - 4 1 1 1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Amounts, or
 - 4 1 1 2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargee may now or after the date of this Legal Charge

have from or against the Developer or any other person in connection with the Secured Amounts; or

- 4.1.1.3 any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Developer or any other person; or
- 4.1.1.4 any termination, amendment, variation, novation or supplement of or to any of the Secured Amounts; or
- 4.1.1.5 any grant of time, indulgence, waiver or concession to the Developer or any other person; or
- 4.1.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Developer or any other person; or
- 4.1.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Developer or any other person in connection with the Secured Amounts; or
- 4.1.1.8 any claim or enforcement of payment from the Developer or any other person; or
- 4.1.1.9 any other act or omission which would not have discharged or affected the liability of the Developer had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Developer or otherwise reduce or extinguish its liability under this Legal Charge.

4.2 Immediate recourse

4.2.1 The Chargor waives any right it has to require the Chargee:

- 4.2.1.1 to take any action or obtain judgment in any court against the Developer or any other person; or
- 4.2.1.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Developer or any other person; or
- 4.2.1.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Developer or any other person, before taking steps to enforce any of its rights or remedies under this Legal Charge.

4.3 Non-competition

4.3.1 The Chargor warrants to the Chargee that it has not taken or received, and shall not take, exercise or receive the benefit of any security or other right or benefit whether arising by way of set off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether

from contribution or otherwise ("**Relevant Rights**") from or against the Developer, a liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this Legal Charge but:

4.3.1.1 if any of the Relevant Rights is taken, exercised or received by the Chargor, those Relevant Rights and all monies at any time received or held in respect of those Relevant Rights shall be held by the Chargor on trust for the Chargee for application in or towards the discharge of the Secured Amounts under this Legal Charge; and

4.3.1.2 on demand by the Chargee, the Chargor shall promptly transfer, assign or pay to the Chargee all rights and all monies from time to time held on trust by the Chargor under this clause 4.3.

5. **DEVELOPER'S COVENANTS IN RELATION TO THE AGREEMENT**

5.1 The Developer covenants with the Chargee to comply with its obligations in the Agreement and to observe and perform all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting the Charged Property or its use or enjoyment, and the Developer must not take or omit to take any action of any kind whereby its interest or estate in the Charged Property may be forfeited or otherwise adversely affected.

5.2 The Developer will keep any works or buildings on the Charged Property insured against such risks and for such amounts as are normally covered by a contractor's "all risks policy" with a reputable insurer. If the Developer fails to insure the Charged Property the Chargee may do so at the expense of the Developer without becoming a mortgagee in possession.

5.3 The Chargor shall:

5.3.1 maintain, preserve, protect and keep good and marketable title to the Charged Property;

5.3.2 maintain and preserve the Security Interests created by or pursuant to this Legal Charge and the first-ranking priority of such Security Interests; and

5.3.3 comply with all applicable legislation and regulations relating to the use, occupation or development of the Charged Property including those relating to town and country planning, environmental protection and health and safety. Should the Chargor fail to do so, the Chargee may take any steps necessary to remedy such breach at the expense of the Chargor without thereby becoming a mortgagee in possession.

5.4 The statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors shall not be exercised by the Chargor nor shall the Chargor part with possession of the Charged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the Charged Property or any part thereof without the consent in writing of the Chargee save as permitted by **clause 6** and save that the occupation of the Charged Property by any person firm company or body in connection with the carrying out of development works to the Property (and for the avoidance of doubt including the

Charged Property) pursuant to planning permission is hereby expressly permitted and shall not require such consent.

6. **POWERS OF SALE AND APPOINTMENT OF RECEIVER**

- 6.1 The statutory powers of sale and appointing a receiver ("**Powers**") in respect of the security created by this Legal Charge shall become exercisable on the expiry of 10 Working Days after the Developer failing to make payment of any Instalment when due; or and upon the Powers becoming exercisable the Chargee may exercise all statutory powers conferred on mortgagees by the Law of Property Act 1925 or any Act amending the same ("**1925 Act**") provided that at the time the powers are exercisable the payment of the relevant Instalment is still outstanding.
- 6.2 The restriction on the powers of the Chargee or any Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.
- 6.3 Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable without any demand if any payment secured is not made within 10 Working Days of the same becoming due.
- 6.4 At any time after the Seller's power of sale has become exercisable, the Seller may appoint one or more than one Receiver in respect of the Charged Property. If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.
- 6.5 The Chargee and any Receiver appointed hereunder shall have in addition to the powers conferred by the Law of Property Act 1925 the powers conferred upon an administrative receiver or administrator set out in paragraphs 1 to 7 inclusive, 9, 12, 13, 18, 20 and 23 of the First Schedule to the Insolvency Act 1986 as if references therein to "the property of the company" and "the company" were references to "the Charged Property" and "the Chargor" respectively.
- 6.6 If the Chargee or any Receiver exercises its powers under this Legal Charge, so far as it has right, title, interest and estate to do so, the Chargor shall grant the Chargee or any Receiver licence to use such designs, reports, licences or other rights (the "**Documents**") the Chargor may have or benefit from as required in order to facilitate the realisation of the Charged Property and Provided That the use and reproduction of the Documents or the Chargor's houstypes shall only be permitted in respect of the development of the Charged Property and such consent would only extend in the case of the Chargor's houstypes to completing any dwellings the construction of which had commenced at the date of the Receiver's appointment or the Chargee taking possession.
- 6.7 In the event of the Chargee or any Receiver taking possession of the Charged Property the Chargee or the Receiver is hereby authorised as agent for the Chargor to remove store or sell or otherwise deal with any plant equipment or unfixed materials which are the property of the Chargor if the Chargor shall fail or refuse to remove from the Charged Property within 10 working days of being requested so to do by notice from the Chargee or any Receiver and the Chargee or any Receiver shall not be liable for any loss or damage occasioned to the Chargor. The Chargor shall indemnify the Chargee or its Receiver against all expenses incurred by them in relation to such goods and the Chargee shall account to the Chargor for the proceeds of any such sale after deducting any such expenses.

6.8 All expenditure incurred in the exercise of such powers shall be immediately repayable by the Developer with interest at the Contract Rate (as defined in the Sale Agreement) and shall be a liability charged on the Charged Property. Neither the Chargee nor any Receiver shall be liable to the Chargor as mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of such powers.

6.9 If the Chargee or any Receiver exercises the power of sale pursuant to this Legal Charge the Chargee and such Receiver shall grant for the benefit of any part of the Development Area which is not charged pursuant to this Legal Charge and reserve for the benefit of any land which remains charged pursuant to this Legal Charge or any land previously released from this Legal Charge all necessary rights to enable the whole of the Development Area to be developed in accordance with the planning permission granted prior to the date of this Legal Charge and any subsequent planning permission.

7. PERMITTED DEALINGS

7.1 The Chargee hereby consents to the Chargor entering into any Statutory Agreement in relation to the Charged Property.

7.2 The Chargee (in its capacity as mortgagee of the Charged Property only) shall within 20 Working Days of receipt of a written request from the Chargor:

7.2.1 enter into any Statutory Agreement or Exempt Disposition relating to the Charged Property (whether or not also relating to other land) and provide an appropriate consent to the Land Registry pursuant to the Restriction to enable the same to be registered at the Land Registry; and/or

7.2.2 release any part of the Charged Property from this Legal Charge which is to be the subject of an Exempt Disposition falling within **paragraph (a) or (b) of the definition of Exempt Disposition** and provide the necessary Land Registry release document or forms to secure the release of this Legal Charge from such part of the Charged Property; and/or

~~7.2.3 release any part of the Charged Property from this Legal Charge on which an Adoptable Road is intended to be constructed and in respect of which the Chargor demonstrates to the Chargee that a contract has been let for the construction of that Adoptable Road or the relevant part of it for which the release is sought.~~

and the Chargee hereby irrevocably appoints the Chargor to execute any such Statutory Agreement or Land Registry release document or form on behalf of the Chargee and to sign any necessary consent on behalf of the Chargee if the Chargee fails to do so within that 20 Working Day period. For the avoidance of doubt, the power of attorney shall only authorise the Chargor to consent to the Statutory Agreement or Exempt Disposition or release pursuant to **clause 7.2.3** only in the name of the Chargee so that its terms may bind the Charged Property, and to release any land the subject of an Exempt Disposition or in respect of which **clause 7.2.3** applies from this Legal Charge, and not to undertake any other obligation in the name of the Chargee nor impose any liability on the Chargee.

7.3 The Chargee's obligations in **clause 7.2** are subject to the Developer reimbursing any legal and agent's costs reasonably and properly incurred by the Chargee in

entering into any Statutory Agreement or Exempt Disposition or producing such release.

7.4 The Chargee hereby consents to the creation of such easements (both legal and equitable), encumbrances and covenants which affect and/or burden the Charged Property arising from Exempt Plot Disposals on any part of the Uncharged Property which is not charged pursuant to this Legal Charge and the Chargee hereby confirms that its consent in this **clause 7.4** is consent pursuant to the Restriction in respect of all Exempt Plot Disposals.

7.5 The Chargee acknowledges that the Chargor comprises a consortium of developers which intend to develop the Charged Property. The Chargee hereby consents to the transfer or transfers of any part of the Charged Property from the Chargor to any party or parties comprised within the Chargor pursuant to the consortium arrangements and to the creation of such easements (both legal and equitable), encumbrances and covenants which affect and/or burden the Charged Property arising from any such transfer but (for the avoidance of doubt) such partition transfers shall be made subject to this Legal Charge which shall remain registered against the partitioned areas until released pursuant to the Agreement. The Developer shall reimburse any costs incurred by the Chargee in connection with any consent or approval required by the Land Registry.

8. NOTICES

8.1 Notices to be served by the Borrower *Chargor*

Ashford's
Ashford's
Any notice served by the ~~Borrower~~ *Chargor* under this Legal Charge is to be delivered by hand or sent by first class post, pre-paid or recorded delivery to the addresses of the Chargee set out above or to such other addresses as the Chargee may notify to the ~~Borrower~~ *Chargor* in writing at any time as its addresses for service or to the address of the Chargee's Solicitors set out above.

8.2 Notices to be served by the Chargee

Any notice served by the Chargee under this Legal Charge is to be delivered by hand or sent by first class post, pre-paid or recorded delivery to the addresses of the Chargor set out above or to such other addresses as the Chargor may notify to the Chargee in writing at any time as its addresses for service and a copy of any notice must also be served to the address of the Chargor's Solicitors set out above.

8.3 Deemed delivery

Unless the time of actual receipt is proved, a notice sent by the following means is to be treated as having been served:

8.3.1 if delivered by hand, at the time of delivery; or

8.3.2 if sent by post, on the second Working Day after posting.

8.4 Time of service

If a notice is served after 4.00 pm on a Working Day, or on a day which is not a Working Day, it is to be treated as having been served on the next Working Day.

8.5 Prohibited forms of service

Service by e-mail is not a permitted form of service under this Legal Charge.

9. LAND REGISTRY RESTRICTION

Ashford's
Charger
The ~~Borrower~~ applies to the Chief Land Registrar for a restriction ("Restriction") in the following terms to be entered on the Register of Title relating to the Charged Property registered at the Land Registry and against which this Legal Charge may be noted:

Concise
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without either a written consent signed by the proprietor for the time being of the charge dated [] in favour of [Security Trustee] as referred to in the charges register or a certificate from the conveyancer for the proprietor of the registered estate that the disposition is a transaction permitted by ~~clause 6 of such charge~~" *Ashford's*

10. CHARGOR'S CERTIFICATE AND CONFIRMATION

Ashford's
10.1 It is hereby certified that:

10.1.1 this deed constitutes a legal, valid and effective Security Interest with first ranking priority;

10.1.2 the Chargor is the sole legal and beneficial owner of the Charged Property; and

10.1.3 this deed does not contravene any of the provisions of the Memorandum or Articles of Association of any company comprised in the definition "the Chargor" and has been executed in accordance therewith.

10.2 None of the persons included in the expression "the Chargor" shall as against the Chargee be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Chargor".

11. GOVERNING LAW

This Legal Charge shall be governed by and construed in accordance with English law.

12. COUNTERPARTS

This Legal Charge may be executed in any number of separate counterparts and this has the same effect as if the signatures on those counterparts were on a single copy of this Legal Charge.

13. INTERPRETATION AND LIABILITY

13.1 The expressions "Chargor", "Developer" and "Chargee" where the context admits include their respective successors in title and assigns.

13.2 References to the "Charged Property" include any part of it and the "Charged Property" includes all covenants and rights affecting or concerning the same.

13.3 Each of the provisions of this Legal Charge shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

13.4 Where the Chargor, Developer or the Chargee comprise two or more persons the obligations of the Chargor, Developer or the Chargee (as appropriate) are in relation to each such persons joint and several.

13.5 The Developer and the Chargor acknowledges and agree that the Chargee holds as trustee and nominee on behalf of the Owners (as defined in the Agreement) and the liability of the Chargee hereunder shall not exceed the assets held by them on behalf of the Owners.

14. **ASSIGNMENT**

14.1 The Chargee shall not be entitled to assign or otherwise deal with the benefit of this Legal Charge but, upon the appointment of a new trustee may assign it to that trustee and any continuing trustee(s) jointly.

14.2 The Chargor is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this Legal Charge.

15. **LIEN**

The parties agree that the provisions of this Legal Charge shall not give the Chargee any lien or charge over the Charged Property other than the legal mortgage hereby created.

16. **EXECUTION**

The Chargor, Developer and the Chargee have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars.

THE COMMON SEAL of BOVIS HOMES LIMITED

was hereunto affixed AS A DEED in the presence

of two Authorised Signatories:



BML/19/338

SIGNED as a Deed by

(print name of Attorney)

and

(print name of Attorney)

as Attorney for
TAYLOR WIMPEY UK LIMITED
in the presence of:

witness signature:

name (in full):

address:

(sign here)

(sign here)

SIGNED as a Deed by

(print name of Attorney)

and

(print name of Attorney)

as Attorney for
BOVIS HOMES LIMITED
in the presence of:

witness signature:

name (in full):

address:

SIGNED as a Deed by

DIANA COMMINGS

(print name of Attorney)

and

REBECCA WILKINSON


(print name of Attorney)

as Attorney for
TAYLOR WIMPEY UK LIMITED
in the presence of:

witness signature:

name (in full):

address:


Carly Chapman
Taylor Wimpey UK Limited
730 Waterside Drive
Aztec West
Almondsbury
Bristol
BS32 4UE

(sign here)

(sign here)

(sign here)

(sign here)

Executed as a Deed by affixing)
the common seal of)
WESTCO PROPERTIES LIMITED)
in the presence of :-)

Authorised Signatory

A handwritten signature in black ink is written over a black rectangular redaction box. The signature appears to be 'S. S. S.'.A black rectangular redaction box covering the name of the authorized signatory.

Authorised Signatory

Authorised Signatory

