



**Registration of a Charge**

Company name: **MEARS HOUSING PORTFOLIO 2 LIMITED**

Company number: **10952666**



X8EPMQO1

Received for Electronic Filing: **24/09/2019**

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**Details of Charge**

Date of creation: **13/09/2019**

Charge code: **1095 2666 0002**

Persons entitled: **MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED**

Brief description: **LAND LYING TO THE EAST OF HITCHIN LANE, CLIFTON, SHEFFORD,  
BEDFORDSHIRE**

**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 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: **RHIANNA TOCKER**



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

Company number: 10952666

Charge code: 1095 2666 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2019 and created by MEARS HOUSING PORTFOLIO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2019 .

Given at Companies House, Cardiff on 25th September 2019

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated

13 September

2019

MEARS HOUSING PORTFOLIO 2 LIMITED

(1)

(as Chargor)

AND

MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED

(2)

(as Chargee)

---

**LEGAL CHARGE**

relating to land lying to the east of Hitchin Lane,  
Clifton, Shefford, Bedfordshire

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We hereby certify that this is a true copy of the  
original document.

*Gowling WLG LLP*  
Gowling WLG (UK) LLP

Dated 13/9/19



**GOWLING WLG**

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**THIS LEGAL CHARGE** by way of deed is made the 13 day of September 2019

**BETWEEN:**

- (1) **MEARS HOUSING PORTFOLIO 2 LIMITED** (company registered number 10952666) whose registered office is at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the "**Chargor**")
- (2) **MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED** (company registered number 10908305) whose registered office is at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the "**Chargee**")

**BACKGROUND**

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to pay certain payments to the Chargee subject to the terms of the Agreement.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions shall apply:

- |                          |  |
|--------------------------|--|
| <b>Act</b>               | the Law of Property Act 1925 (as amended);   |
| <b>Act of Insolvency</b> | any of the following events in relation to the Chargor; <ul style="list-style-type: none"><li>(a) submits to its creditors or any of them a proposal under Part I Insolvency Act 1986;</li><li>(b) enters into any arrangement, scheme, compromise, moratorium or composition with any of its creditors (whether under Part I Insolvency Act 1986 or</li></ul> |

otherwise);

- (c) is the subject of a moratorium under Schedule A1 Insolvency Act 1986;
- (d) is the subject of an administration order (whether interim or otherwise) or is subject to a resolution passed by the directors or shareholders for the presentation of an application for such an order or has an application for such an order presented against it or such an order comes into force or is the subject of a notice of intention to appoint an administrator or a notice of appointment of an administrator that is filed with the court or is subject to a resolution passed by the directors or shareholders for the filing of either such notice;
- (e) has a resolution passed, or an order made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or its solvent reconstruction;
- (f) is the subject of a resolution for voluntary winding up or a meeting of its shareholders is called to consider a resolution for winding up or notice is given to any person of the intention to propose such a resolution;
- (g) has an administrative receiver or receiver appointed in respect of all or any of its assets;
- (h) is struck off the register of companies or otherwise ceases to exist;
- (i) is the subject of any proceedings constituting main proceedings (within the meaning given to that expression in the EC Regulation on Insolvency Proceedings 2000) in any member state of the

@ as varied by a deed of variation of sale and purchase agreement dated 9 September 2019;

European Union; or

- (j) is the subject of any order or event occurring in any foreign jurisdiction that is, in the opinion of the Chargee, analogous to or has a similar effect or result to any of the events described in this definition,

save that any winding-up petition or any analogous procedure or step in any jurisdiction which is discharged or dismissed within 14 days of commencement shall not be considered an Act of Insolvency;

<b>Affordable Dwelling</b>	<b>Housing</b>	housing subject to restrictions in respect of occupiers or tenure or rent or carrying any subsidy for land or building cost and required pursuant to any planning permission and/or planning agreement and " <b>Affordable Housing Dwelling</b> " shall be construed accordingly;
<b>Agreement</b>		a sale and purchase agreement made between (1) the Chargee (2) HH (Clifton) Limited dated <sup>9 August</sup> 1 <sup>st</sup> 2019;
<b>Chargor's Solicitor</b>		Gowling WLG (UK) LLP of Two Snowhill, Birmingham B4 6WR or such other solicitor appointed by the Chargor from time to time and notified to the Chargee in writing.
<b>Deferred Payment</b>		the sum referred to in clause 7.3 of the Agreement;
<b>Delegate</b>		any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate;
<b>Disposal</b>		any freehold transfer or assent or a lease for a term in excess of 7 years or grant of rights and " <b>Dispose</b> " shall be interpreted accordingly;
<b>Dwelling</b>		a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above

garage(s), maisonette, cottage or other dwelling constructed or to be constructed on the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and "**Dwellings**" shall be construed accordingly;

**Event of Default**

the events specified in Schedule 3;

**Permitted Disposition**

any of the following:

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure; and/or
- (b) the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for Roadways (together with ancillary areas and rights) or other highway works in relation to the adoption of such Roadways (together with ancillary areas and rights) or other highway works including any agreement made under the relevant Statutory Agreement; and/or
- (c) any Disposal of the first 15 Dwellings (excluding the Affordable Housing Dwellings); and/or
- (d) the Disposal of any Affordable Housing Dwelling(s) (whether constructed or to be constructed) together with the curtilage thereto; and/or
- (e) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or



- (f) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or
- (g) the grant of easements over any part of the Property as part of the development of the Property; and/or
- (h) the entering into of the Funder Security;

**Permitted Transfer**

the transfer of the Property to HH (Clifton) Limited (registered in England and Wales number 12000048) having its registered office at Dominion Court, 39 Station Road, Solihull, England, B91 3RT) following Today;

**Planning Acts**

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;

**Pre-Signed DS3s**

a properly completed Land Registry Form DS3 in respect of this Deed relating to a single open market Dwelling signed by the Chargee (or in such other form as required by the Land Registry from time to time);

**Pre-Signed RX4s**

a properly completed Land Registry Form RX4 in respect of this Deed relating to a single open market Dwelling signed by the Chargee (or in such other form as required by the Land Registry from time to time);

**Property**

the land described in Schedule 1;

<b>Receiver</b>	any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);
<b>Relevant Authority</b>	the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water;
<b>Roadways</b>	roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property (but excluding shared access areas which are not intended to be made available for public use);
<b>Secured Sum</b>	the Deferred Payment;
<b>Security</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;
<b>Security Period</b>	the period commencing on the date of this Charge and ending on the date upon which the Secured Sum has been paid in full;
<b>Service Media</b>	includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas,

electricity, water, electronic transmissions and similar services now or in the future constructed on the Property;

**Services**

gas, fuel, oil, electricity, telephone, television, video, audio, fax, electronic mail, data information and communications, foul storm and surface water drainage and other services and supplies;

**Statutory Agreement**

an agreement, obligation or undertaking to be made pursuant to all or any of the following:

- (a) section 38 or section 278 of the Highways Act 1980 or similar agreement for the construction, maintenance, adoption of Roadways and the connection of the same to the public highway or any other works to the public authority;
- (b) section 98 or 104 or 185 of the Water Industry Act 1991 or similar agreement relating to the provision, maintenance and adoption of the sewers and drains;
- (c) an agreement, wayleave or deed with a Relevant Authority for or relating to the installation of Service Media for the provision and supply of Services;
- (d) any other similar agreement with a Relevant Authority for the carrying out and/or diversion of works and/or the maintenance, cleansing and/or adoption of the same; and/or

Section 111 Local Government Act 1972, Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a Relevant Authority;

**VAT** value added tax or any equivalent tax chargeable in the UK or elsewhere;

**Working Days** any day other than a Saturday, Sunday or public holiday in England.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears reference:
- (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
  - (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.
- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.

- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 An Event of Default is "continuing" if it has not been remedied or waived.
- 1.17 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

## **2 COVENANT TO PAY**

The Chargor covenants with the Chargee to pay the Secured Sum on the date due under, and otherwise in accordance with, the Agreement.

### **3 SECURITY**

- 3.1 As continuing security for the payment and discharge of the Secured Sum, the Chargor with full title guarantee charges to the Chargee by way of first legal mortgage the Property together with the rights referred to and contained in the Agreement,

**PROVIDED THAT** this Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Charge.

- 3.2 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

### **4 CHARGOR'S COVENANTS**

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

### **5 CHARGEES COVENANTS**

The Chargee consents to any Permitted Disposition.

### **6 RESTRICTION ON DEALINGS**

- 6.1 Other than by way of a Permitted Disposition or Permitted Transfer the Chargor may not and covenants that it will not at any time:
- (a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property or part thereof during the Security Period;  
or
  - (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Property notwithstanding Section 99 of the Act and not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Property or part thereof (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge

PROVIDED THAT, the consent of the Chargee will not be required in respect of the Chargor entering into on one occasion only during the Security Period and/or providing any third party debt provider or funder with Security, a legal mortgage, fixed charge, assignment, floating charge or any similar arrangement in respect of the Property (not exceeding in total or aggregate [REDACTED]) and/or any of its other assets subject to the Security created under this Charge (the "**Funder Security**") and the Chargee will promptly (and in any event, within 10 Working Days of any such request accompanied by engrossments of any documents for execution) and at the reasonable cost of the Chargor enter into any priority arrangements (including, without limitation, any deed of priority or intercreditor arrangements) that the third party debt provider or funder may reasonably require in respect of the Funder Security and this Charge.

- 6.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form [NN] to be registered against the title to the Property at the Land Registry to the effect that:

*"No disposition of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Mears Housing Portfolio (Holdings) Limited of (company registered number 10952666) of 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH or their conveyancer or a certificate signed by a conveyancer that the provisions of clause 6.1 of a legal charge dated 13 September 2019 made between (1) Mears Housing Portfolio 2 Limited, and (2) Mears Housing Portfolio (Holdings) Limited have been complied with or do not apply to the disposition".*

## **7 RIGHTS OF ENFORCEMENT**

- 7.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default that is continuing and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.
- 7.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

7.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

7.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:

- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of the Property;
- (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Property (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of the Property.
- (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;
- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this



Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

- 7.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 7.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order between any of the Secured Sums.

## **8 CHARGEES' POWERS AND RIGHTS**

- 8.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 7 and Schedule 4 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.
- 8.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

## **9 RELEASE AND CONSENT TO EASEMENTS**

### **Release**

- 9.1 The Chargee shall, at the reasonable request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Property subject to a Permitted Disposition and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3, DS1, RX4 and/or letter of consent, as appropriate) as may reasonably be required by the Chargor and/or Land Registry to give effect to the provisions of this clause provided that any such request shall include the form of documentation required to be executed.

- 9.2 The Chargee and the Chargor irrevocably instruct the Chargor's Solicitor to at any time following the date of this Deed to populate and date up to fifteen (15) of the Pre-Signed DS3s and Pre-Signed RX4s and attach a single Plot Plan to each of the same before delivering each of those Pre-Signed DS3s and Pre-Signed RX4s to the Land Registry so as to effect the release of those part(s) of the Property from the burden of this Deed provided that each of the Pre-Signed DS3s and Pre-Signed RX4s may only be populated and dated on the date of completion of the sale of each of the open market Dwellings to which the Pre-Signed DS3 and Pre-Signed RX4s relate.
- 9.3 On the expiry of the Security Period, the Chargee shall, at the reasonable request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Charge and shall promptly following any such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1 and RX4) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 9.4 The Chargee, by way of security, irrevocably appoints the Chargor as its attorney and in the name of and on behalf of each Chargee and as the act and deed of each Chargee or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement instrument or act which may be required to be given to the Chargor by the Chargees in accordance with this Clause 9 where it fails to deliver the same to the Chargor within 5 Working Days of being required to do so and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Chargee ratifies and confirms and agrees to ratify and confirm whatever attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Clause.

## **10 LIABILITY**

- 10.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

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

10.2 The Chargor waives any right it may have to require the Chargee to enforce any guarantee, security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge:

## **11 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

## **12 INDEPENDENT SECURITY**

The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

## **13 POWER OF ATTORNEY**

13.1 Following the occurrence of an Event of Default that is continuing, by way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Charge, where the Chargor has failed to do any such actions following receipt of reasonable notice from the Chargee.

13.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.

## **14 GENERAL PROVISIONS**

- 14.1 Neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.
- 14.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.
- 14.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.
- 14.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law
- 14.5 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.
- 14.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 14.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.

- 14.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 14.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sum and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sum.
- 14.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next Working Day delivery service to:
- (a) the Chargee at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH; and
  - (b) the Chargor (addressed to Hayfield Homes Limited and marked for the attention of Mark Booth/Ben Adams) at Dominion Court, 39 Station Road, Solihull, England, B91 3RT,
- or to any other address as is notified in writing by one party to the other from time to time.
- 14.11 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 14.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 14.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.

- 14.14 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 14.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

## **15 INFRASTRUCTURE AGREEMENTS**

- 15.1 The Chargee covenants with the Chargor that if requested by the Chargor it will within 10 Working Days of receipt of a written request and upon payment of its reasonable and proper legal fees enter into any Statutory Agreement in relation to the Property, in its capacity as Chargee only in order to consent to and acknowledge the terms thereof, and not in its capacity of owner of any adjoining land which the Chargee owns from time to time (unless so obliged by virtue of separate obligations owed by the Chargee to the Chargor).
- 15.2 The Chargor will indemnify the Chargee against all costs, liabilities, losses and expenses whatsoever arising out of any Statutory Agreement or in respect of any Community Infrastructure Levy under the Planning Act 2008 in respect of Property and/or its development.

**DELIVERED** as a **DEED** on the date of this document

## **SCHEDULE 1**

### **Description of the Property**

ALL that freehold property registered under title number BD318216 and known as land lying to the east of Hitchin Lane, Clifton, Shefford, Bedfordshire.

## **SCHEDULE 2**

### **Chargor's Covenants**

- 1 Other than a Permitted Disposition, that no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in the Property nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 2 Promptly to advise the Chargee in writing on becoming aware of the occurrence of any Event of Default.
- 3 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 Chargee or materially diminish the value of any of the Property or the effectiveness of the security created by this Deed save that nothing herein shall prevent the Chargor from carrying out residential development of the Property and the Chargor entering into the Funder Security.
- 4 Not without the Chargee's prior written consent use or permit the Property to be used in any way contrary to law.
- 5 The Chargor shall:
  - 5.1 comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
  - 5.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or their use or that are necessary to preserve, maintain or renew the Property; and
  - 5.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Property.



### **SCHEDULE 3**

#### **Events of Default**

1. Any failure by the Chargor to pay the Secured Sum in full on its due date in accordance with the Agreement.
2. the Chargor is in material breach (other than a failure to pay referred to in paragraph (a) of this definition) of an obligation contained within this deed and (if the Chargee considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Chargee notifying the Chargor of the default and the remedy required and the Chargor becoming aware of the default;
3. An Act of Insolvency has occurred.

## **SCHEDULE 4**

### **Chargee's and Receiver's Powers**

- 1 To manage and conduct the business of the Chargor in respect of the Property in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Property.
- 2 To enter upon and take possession of the Property and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Property or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Property or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Property and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Property to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Property at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to the Property.

- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Property from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Property.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Property.
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Property.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Property.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Charge.

- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Property, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.

**IN WITNESS** whereof the parties have executed this Charge as a deed the day and year first before written

**EXECUTED** as a **DEED** by

**MEARS HOUSING PORTFOLIO 2 LIMITED**

acting by a director

in the presence of:

Director

Print name

JAMES O SHEA

Witness Signature

Witness Name (BLOCK CAPITALS): JORDAN LANGDON-BATES

Witness Occupation (BLOCK CAPITALS): LAND & PLANNING MANAGER

Witness Address (BLOCK CAPITALS):

**EXECUTED** as a **DEED** by

**MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED**

acting by a director

in the presence of:

Director

Print name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

Dated 13 SEPTEMBER

2019

MEARS HOUSING PORTFOLIO 2 LIMITED (1)  
(as Chargor)

AND

MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED (2)  
(as Chargee)

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**LEGAL CHARGE**

relating to land lying to the east of Hitchin Lane,  
Clifton, Shefford, Bedfordshire

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THIS LEGAL CHARGE by way of deed is made the 13 day of SEPTEMBER 2019

**BETWEEN:**

- (1) **MEARS HOUSING PORTFOLIO 2 LIMITED** (company registered number 10952666) whose registered office is at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the "**Chargor**")
- (2) **MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED** (company registered number 10908305) whose registered office is at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the "**Chargee**")

**BACKGROUND**

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to pay certain payments to the Chargee subject to the terms of the Agreement.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions shall apply:

**Act** the Law of Property Act 1925 (as amended);

**Act of Insolvency** any of the following events in relation to the Chargor;

- (a) submits to its creditors or any of them a proposal under Part I Insolvency Act 1986;
- (b) enters into any arrangement, scheme, compromise, moratorium or composition with any of its creditors (whether under Part I Insolvency Act 1986 or

otherwise);

- (c) is the subject of a moratorium under Schedule A1 Insolvency Act 1986;
- (d) is the subject of an administration order (whether interim or otherwise) or is subject to a resolution passed by the directors or shareholders for the presentation of an application for such an order or has an application for such an order presented against it or such an order comes into force or is the subject of a notice of intention to appoint an administrator or a notice of appointment of an administrator that is filed with the court or is subject to a resolution passed by the directors or shareholders for the filing of either such notice;
- (e) has a resolution passed, or an order made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or its solvent reconstruction;
- (f) is the subject of a resolution for voluntary winding up or a meeting of its shareholders is called to consider a resolution for winding up or notice is given to any person of the intention to propose such a resolution;
- (g) has an administrative receiver or receiver appointed in respect of all or any of its assets;
- (h) is struck off the register of companies or otherwise ceases to exist;
- (i) is the subject of any proceedings constituting main proceedings (within the meaning given to that expression in the EC Regulation on Insolvency Proceedings 2000) in any member state of the

European Union; or

- (j) is the subject of any order or event occurring in any foreign jurisdiction that is, in the opinion of the Chargee, analogous to or has a similar effect or result to any of the events described in this definition,

save that any winding-up petition or any analogous procedure or step in any jurisdiction which is discharged or dismissed within 14 days of commencement shall not be considered an Act of Insolvency;

**Affordable Dwelling**      **Housing**      housing subject to restrictions in respect of occupiers or tenure or rent or carrying any subsidy for land or building cost and required pursuant to any planning permission and/or planning agreement and "**Affordable Housing Dwelling**" shall be construed accordingly;

**Agreement**      a sale and purchase agreement made between (1) the Chargee (2) HH (Clifton) Limited dated 09 August 2019;<sup>④</sup>

**Chargor's Solicitor**      Gowling WLG (UK) LLP of Two Snowhill, Birmingham B4 6WR or such other solicitor appointed by the Chargor from time to time and notified to the Chargee in writing.

**Deferred Payment**      the sum referred to in clause 7.3 of the Agreement;

**Delegate**      any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate;

**Disposal**      any freehold transfer or assent or a lease for a term in excess of 7 years or grant of rights and "**Dispose**" shall be interpreted accordingly;

**Dwelling**      a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above

④ as amended pursuant to a deed of variation  
3 between the aforementioned parties dated  
9 SEPTEMBER 2019

garage(s), maisonette, cottage or other dwelling constructed or to be constructed on the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and **"Dwellings"** shall be construed accordingly;

**Event of Default**

the events specified in Schedule 3;

**Permitted Disposition**

any of the following:

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure; and/or
- (b) the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for Roadways (together with ancillary areas and rights) or other highway works in relation to the adoption of such Roadways (together with ancillary areas and rights) or other highway works including any agreement made under the relevant Statutory Agreement; and/or
- (c) any Disposal of the first 15 Dwellings (excluding the Affordable Housing Dwellings); and/or
- (d) the Disposal of any Affordable Housing Dwelling(s) (whether constructed or to be constructed) together with the curtilage thereto; and/or
- (e) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or

- (f) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or
- (g) the grant of easements over any part of the Property as part of the development of the Property; and/or
- (h) the entering into of the Funder Security;

**Permitted Transfer**

the transfer of the Property to HH (Clifton) Limited (registered in England and Wales number 12000048) having its registered office at Dominion Court, 39 Station Road, Solihull, England, B91 3RT) following Today;

**Planning Acts**

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;

**Pre-Signed DS3s**

a properly completed Land Registry Form DS3 in respect of this Deed relating to a single open market Dwelling signed by the Chargee (or in such other form as required by the Land Registry from time to time);

**Pre-Signed RX4s**

a properly completed Land Registry Form RX4 in respect of this Deed relating to a single open market Dwelling signed by the Chargee (or in such other form as required by the Land Registry from time to time);

**Property**

the land described in Schedule 1;

<b>Receiver</b>	any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);
<b>Relevant Authority</b>	the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water;
<b>Roadways</b>	roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property (but excluding shared access areas which are not intended to be made available for public use);
<b>Secured Sum</b>	the Deferred Payment;
<b>Security</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;
<b>Security Period</b>	the period commencing on the date of this Charge and ending on the date upon which the Secured Sum has been paid in full;
<b>Service Media</b>	includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas,

electricity, water, electronic transmissions and similar services now or in the future constructed on the Property;

**Services**

gas, fuel, oil, electricity, telephone, television, video, audio, fax, electronic mail, data information and communications, foul storm and surface water drainage and other services and supplies;

**Statutory Agreement**

an agreement, obligation or undertaking to be made pursuant to all or any of the following:

- (a) section 38 or section 278 of the Highways Act 1980 or similar agreement for the construction, maintenance, adoption of Roadways and the connection of the same to the public highway or any other works to the public authority;
- (b) section 98 or 104 or 185 of the Water Industry Act 1991 or similar agreement relating to the provision, maintenance and adoption of the sewers and drains;
- (c) an agreement, wayleave or deed with a Relevant Authority for or relating to the installation of Service Media for the provision and supply of Services;
- (d) any other similar agreement with a Relevant Authority for the carrying out and/or diversion of works and/or the maintenance, cleansing and/or adoption of the same; and/or

Section 111 Local Government Act 1972, Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a Relevant Authority;

**VAT** value added tax or any equivalent tax chargeable in the UK or elsewhere;

**Working Days** any day other than a Saturday, Sunday or public holiday in England.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears reference:
- (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
  - (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.
- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.



- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 An Event of Default is "continuing" if it has not been remedied or waived.
- 1.17 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

## **2 COVENANT TO PAY**

The Chargor covenants with the Chargee to pay the Secured Sum on the date due under, and otherwise in accordance with, the Agreement.

### **3 SECURITY**

- 3.1 As continuing security for the payment and discharge of the Secured Sum, the Chargor with full title guarantee charges to the Chargee by way of first legal mortgage the Property together with the rights referred to and contained in the Agreement,

**PROVIDED THAT** this Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Charge.

- 3.2 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

### **4 CHARGOR'S COVENANTS**

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

### **5 CHARGEES COVENANTS**

The Chargee consents to any Permitted Disposition.

### **6 RESTRICTION ON DEALINGS**

- 6.1 Other than by way of a Permitted Disposition or Permitted Transfer the Chargor may not and covenants that it will not at any time:

- (a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property or part thereof during the Security Period; or
- (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Property notwithstanding Section 99 of the Act and not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Property or part thereof (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge

PROVIDED THAT, the consent of the Chargee will not be required in respect of the Chargor entering into on one occasion only during the Security Period and/or providing any third party debt provider or funder with Security, a legal mortgage, fixed charge, assignment, floating charge or any similar arrangement in respect of the Property (not exceeding in total or aggregate £ [REDACTED]) and/or any of its other assets subject to the Security created under this Charge (the "**Funder Security**") and the Chargee will promptly (and in any event, within 10 Working Days of any such request accompanied by engrossments of any documents for execution) and at the reasonable cost of the Chargor enter into any priority arrangements (including, without limitation, any deed of priority or intercreditor arrangements) that the third party debt provider or funder may reasonably require in respect of the Funder Security and this Charge.

- 6.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form [NN] to be registered against the title to the Property at the Land Registry to the effect that:

*"No disposition of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Mears Housing Portfolio (Holdings) Limited of (company registered number 10952666) of 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH or their conveyancer or a certificate signed by a conveyancer that the provisions of clause 6.1 of a legal charge dated [13/9/19] made between (1) Mears Housing Portfolio 2 Limited, and (2) Mears Housing Portfolio (Holdings) Limited have been complied with or do not apply to the disposition".*

## **7 RIGHTS OF ENFORCEMENT**

- 7.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default that is continuing and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.
- 7.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

7.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

7.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:

- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of the Property;
- (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Property (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of the Property.
- (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;
- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this

Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

- 7.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 7.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order between any of the Secured Sums.

## **8 CHARGEES' POWERS AND RIGHTS**

- 8.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 7 and Schedule 4 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.
- 8.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

## **9 RELEASE AND CONSENT TO EASEMENTS**

### **Release**

- 9.1 The Chargee shall, at the reasonable request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Property subject to a Permitted Disposition and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3, DS1, RX4 and/or letter of consent, as appropriate) as may reasonably be required by the Chargor and/or Land Registry to give effect to the provisions of this clause provided that any such request shall include the form of documentation required to be executed.

- 9.2 The Chargee and the Chargor irrevocably instruct the Chargor's Solicitor to at any time following the date of this Deed to populate and date up to fifteen (15) of the Pre-Signed DS3s and Pre-Signed RX4s and attach a single Plot Plan to each of the same before delivering each of those Pre-Signed DS3s and Pre-Signed RX4s to the Land Registry so as to effect the release of those part(s) of the Property from the burden of this Deed provided that each of the Pre-Signed DS3s and Pre-Signed RX4s may only be populated and dated on the date of completion of the sale of each of the open market Dwellings to which the Pre-Signed DS3 and Pre-Signed RX4s relate.
- 9.3 On the expiry of the Security Period, the Chargee shall, at the reasonable request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Charge and shall promptly following any such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1 and RX4) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 9.4 The Chargee, by way of security, irrevocably appoints the Chargor as its attorney and in the name of and on behalf of each Chargee and as the act and deed of each Chargee or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement instrument or act which may be required to be given to the Chargor by the Chargees in accordance with this Clause 9 where it fails to deliver the same to the Chargor within 5 Working Days of being required to do so and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Chargee ratifies and confirms and agrees to ratify and confirm whatever attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Clause.

## **10 LIABILITY**

- 10.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

- (b) the Chargee renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
  - (c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.
- 10.2 The Chargor waives any right it may have to require the Chargee to enforce any guarantee, security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge:

## **11 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

## **12 INDEPENDENT SECURITY**

The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

## **13 POWER OF ATTORNEY**

- 13.1 Following the occurrence of an Event of Default that is continuing, by way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Charge, where the Chargor has failed to do any such actions following receipt of reasonable notice from the Chargee.
- 13.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.

## **14 GENERAL PROVISIONS**

- 14.1 Neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.
- 14.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.
- 14.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.
- 14.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law
- 14.5 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.
- 14.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 14.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.



- 14.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 14.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sum and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sum.
- 14.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next Working Day delivery service to:
- (a) the Chargee at 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH; and
  - (b) the Chargor (addressed to Hayfield Homes Limited and marked for the attention of Mark Booth/Ben Adams) at Dominion Court, 39 Station Road, Solihull, England, B91 3RT,
- or to any other address as is notified in writing by one party to the other from time to time.
- 14.11 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 14.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 14.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.

14.14 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

14.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

## **15 INFRASTRUCTURE AGREEMENTS**

15.1 The Chargee covenants with the Chargor that if requested by the Chargor it will within 10 Working Days of receipt of a written request and upon payment of its reasonable and proper legal fees enter into any Statutory Agreement in relation to the Property, in its capacity as Chargee only in order to consent to and acknowledge the terms thereof, and not in its capacity of owner of any adjoining land which the Chargee owns from time to time (unless so obliged by virtue of separate obligations owed by the Chargee to the Chargor).

15.2 The Chargor will indemnify the Chargee against all costs, liabilities, losses and expenses whatsoever arising out of any Statutory Agreement or in respect of any Community Infrastructure Levy under the Planning Act 2008 in respect of Property and/or its development.

**DELIVERED** as a **DEED** on the date of this document

## **SCHEDULE 1**

### **Description of the Property**

ALL that freehold property registered under title number BD318216 and known as land lying to the east of Hitchin Lane, Clifton, Shefford, Bedfordshire.

## **SCHEDULE 2**

### **Chargor's Covenants**

- 1 Other than a Permitted Disposition, that no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in the Property nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 2 Promptly to advise the Chargee in writing on becoming aware of the occurrence of any Event of Default.
- 3 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 Chargee or materially diminish the value of any of the Property or the effectiveness of the security created by this Deed save that nothing herein shall prevent the Chargor from carrying out residential development of the Property and the Chargor entering into the Funder Security.
- 4 Not without the Chargee's prior written consent use or permit the Property to be used in any way contrary to law.
- 5 The Chargor shall:
  - 5.1 comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
  - 5.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or their use or that are necessary to preserve, maintain or renew the Property; and
  - 5.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Property.

### **SCHEDULE 3**

#### **Events of Default**

1. Any failure by the Chargor to pay the Secured Sum in full on its due date in accordance with the Agreement.
2. the Chargor is in material breach (other than a failure to pay referred to in paragraph (a) of this definition) of an obligation contained within this deed and (if the Chargee considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Chargee notifying the Chargor of the default and the remedy required and the Chargor becoming aware of the default;
3. An Act of Insolvency has occurred.

## **SCHEDULE 4**

### **Chargee's and Receiver's Powers**

- 1 To manage and conduct the business of the Chargor in respect of the Property in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Property.
- 2 To enter upon and take possession of the Property and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Property or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Property or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Property and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Property to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Property at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to the Property.

- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Property from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Property.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Property.
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Property.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Property.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Charge.

- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Property, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.



**IN WITNESS** whereof the parties have executed this Charge as a deed the day and year first before written

**EXECUTED** as a **DEED** by  
**MEARS HOUSING PORTFOLIO 2 LIMITED**  
acting by a director  
in the presence of:

Director

Print name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

**EXECUTED** as a **DEED** by

**MEARS HOUSING PORTFOLIO (HOLDINGS) LIMITED**

acting by a director

in the presence of:

Director



Print name

BEN WESTMAN.

Witness Signature:



Witness Name (BLOCK CAPITALS):

STEVEN TRINDER

Witness Occupation (BLOCK CAPITALS):

FINANCE ASSISTANT

Witness Address (BLOCK CAPITALS):

