



Registration of a Charge

Company Name: **STONEBOND PROPERTIES (CHELMSFORD) LIMITED**

Company Number: **05410293**



Received for filing in Electronic Format on the: **30/11/2021**

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Details of Charge

Date of creation: **30/11/2021**

Charge code: **0541 0293 0027**

Persons entitled: **JAMES ANTHONY TRAFFORD
CLAIRE FLORA ASH-WHEELER
MARIAN BEATRICE ASH
COSMO CADDY**

There are more than four persons entitled to the charge.

Brief description: **THE FREEHOLD PROPERTY SITUATED ADJOINING PARSONAGE ROAD, TAKELEY, ESSEX, CM22 6PU, CURRENTLY REGISTERED AT HM LAND REGISTRY AND FORMING PART OF TITLE NUMBER EX604239 AND TO BE ALLOCATED A NEW NUMBER, BEING THE LAND TRANSFERRED BY THE TRUSTEES TO THE CHARGOR ON THE SAME DATE AS THE INSTRUMENT EDGED RED ON THE PLAN ANNEXED TO THE INSTRUMENT.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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:

WILSONS SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5410293

Charge code: 0541 0293 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2021 and created by STONEBOND PROPERTIES (CHELMSFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2021 .

Given at Companies House, Cardiff on 1st December 2021

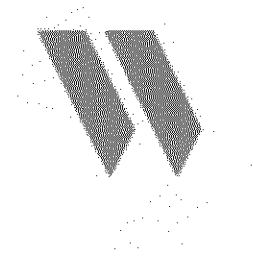
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Legal Charge

30 November 2021

Between

(1) STONEBOND PROPERTIES (CHELMSFORD) LIMITED

(2) JAMES ANTHONY TRAFFORD, CLAIRE FLORA ASH-WHEELER,
MARIAN BEATRICE ASH and COSMO CADDY

and

(3) ENDURANCE ESTATES STRATEGIC LAND LIMITED

Land on west of Parsonage Road, Takeley, Essex CM22 6PU

THIS LEGAL CHARGE is made on

30 November

2021

BETWEEN

- (1) the Chargor;
- (2) The Trustees;
- (3) The Promoter; and
- (4) the Chargee.

BACKGROUND

- (A) By a transfer dated the same date as this Legal Charge, the Trustees transferred the Property to the Chargor.
- (B) The Chargor has agreed to pay the Deferred Purchase Price Payments to the Trustees on the terms of the Agreement.
- (C) The Chargor has agreed to grant this Legal Charge to the Trustees and the Promoter (who, the parties acknowledge, has an interest in the Deferred Payments) (together 'the Chargee') by way of Deed as security for the Chargor's obligation to pay the Secured Liabilities.

1 OPERATIVE PROVISIONS and INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act" Law of Property Act 1925

"1986 Act" Insolvency Act 1986

"Affordable Housing" affordable housing within the meaning of Annex 2: Glossary of the National Planning Policy Framework as amended from time to time or any other statement or circular which may amend or supersede it.

"Agreement" an agreement dated 26 November 2021 made between (1) the Trustees (2) the Chargor and (3) the Promoter.

"Business Day" any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory Bank Holiday.

"Chargor" STONEBOND PROPERTIES (CHELMSFORD) LIMITED (registered number 05410293) whose registered office is at Stonebond House, 132 - 136 New London Road, Chelmsford Essex CM2 0RG.

"Chargee" the Trustees and the Promoter together.

"Deferred Purchase Price Payments"

- (i) the sum of £3,250,000 payable on [1st anniversary] 30 November 2022 AND
- (ii) the sum of £3,000,000 payable on [2nd anniversary] 30 November 2023

Totalling an amount of £6,250,000 or such part thereof as is outstanding from time to time and Deferred Purchase Price Payment shall have a corresponding meaning

"Delegate" Any person appointed by the Chargee or any Receiver pursuant to clause 4.12 and any person appointed as an attorney of the Chargee, Receiver or Delegate.

"Due Date" The date that the relevant Deferred Purchase Price Payment is payable by the Chargor pursuant to the terms of the Agreement.

"Encumbrance" Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Environment" humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media: (a) air (including, air within natural or man-made structures, whether above or below ground); (b) water (including, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and (c) land (including, land under water)

"Environmental Law" any applicable law or regulation which relates to: (a) the pollution or protection of the Environment; (b) the conditions of the workplace; or (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, any waste.

"Event of Default" any of the events of default set out in clause 3.6

"Excluded Disposition"

(a) any transfers or grants of leases to any statutory undertaker for the purposes of their undertaking in connection with the residential development of the Property including but not limited to gas governor sites electricity substation sites sewerage pumping stations and balancing pond sites requisite for such development of the Property or any part thereof, including the grant of easements to service providers

(b) a disposal of land which is to be used for up to 70 units of Affordable Housing or alternatively a disposal of up to 70 residential units (whether partly or wholly constructed) or a combination of the two, (which does not exceed a total provision of 70 units), in all cases either:

(i) to a registered provider (as defined in the Housing and Regeneration Act 2008); or

(ii) to any other affordable housing provider; or

(iii) to a private rented sector fund or provider;

PROVIDED THAT 70 units (provided by land being disposed of and/or units of Affordable Housing) shall be the total number of such Permitted Disposals. Any such disposals together or alone numbering over 70 shall not be Permitted Disposals; ** and/or private rented sector*

(c) any rights granted or reserved pursuant to an Excluded Disposition listed in limbs (a) and (b) above

PROVIDED THAT:

- (i) in no circumstances shall the freehold transfer or lease for more than 7 years of the Estate Road Corridor or of the Access Area (both as defined in the transfer of the Property dated the same date as this Legal Charge and made between (1) the Trustees and (2) the Chargor) be an Excluded Disposition; and

- (ii) no Disposition will be an Excluded Disposition unless all rights for the benefit of such part of the Property as remains charged to the Chargee are reserved out of the property the subject of the Excluded Disposition so as to enable the remainder of the Property to be developed as residential units with all necessary services and access rights.

"Interest Rate" 4% above the base rate from time to time of Lloyds Bank plc or such other clearing bank nominated by the Chargee at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Chargee may reasonably determine.

"Promoter" ENDURANCE ESTATES STRATEGIC LAND LIMITED (registered number 07241090) whose registered office is at 100 Dudley Road East, Oldbury, West Midlands B69 3DY

"Property" the freehold property situated adjoining Parsonage Road Takeley Essex CM22 6PU currently registered at HM Land Registry and forming part of title number EX604239 and to be allocated a new number, being the land transferred by the Trustees to the Chargor on the same date as this Deed edged red on the Plan annexed hereto

"Receiver" any receiver or receiver and manager appointed by the Chargee under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver

"Release" provision by the Chargee of a duly completed and executed form DS1 and/or RX4 or such other forms or documents as shall be appropriate to release (when dated) the Property from this Legal Charge

"Secured Liabilities" all the liability of the Chargor to the Trustees to pay the Deferred Purchase Price Payments together with any amounts due to be paid to the Chargee under this Legal Charge, in each case together with interest accruing in respect of such monies or liabilities

"Security" any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating

"Trustees" JAMES ANTHONY TRAFFORD of 5 Fleet Place London EC4M 7RD, CLAIRE FLORA ASH-WHEELER of Mill Pond, Mill Street, Chagford, Newton Abbot, Devon TQ13 8HC, MARIAN BEATRICE ASH of Beenleigh Manor, Beenleigh, Harbertonford, Totnes, Devon TQ9 7EF and COSMO CADDY of Poole Farm Torbryan Newton Abbott Devon TQ12 5UP.

1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and

- (b) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this Legal Charge, the 1925 Act, the 1986 Act or otherwise given to or exercisable by the Chargee or the Receiver;
- 1.2.6 references to a Receiver includes a reference to a Delegate appointed in accordance with the terms of this Legal Charge.
- 1.2.7 "including" means "including, without limitation";
- 1.2.8 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee and all costs, damages, expenses, liabilities and losses incurred by the Chargee;
- 1.2.9 where two or more people form the Chargor, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.10 where two or more people form the Chargee, the obligations they undertake may be enforced against them all jointly but not against them individually and it is acknowledged that the Trustees hold their part of the benefit of this Charge on trust for a charity and to the extent of the charity's beneficial ownership the Trustees shall have no personal liability under this Deed or any deeds and documents arising under it.
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

2 CHARGE

2.1 Covenant to pay

The Chargor covenants with the Chargee to pay or discharge the Deferred Purchase Price Payments when the same are due and payable in accordance with the terms of the Agreement PROVIDED THAT the Chargor may pay all or any of the Deferred Purchase Price Payments at any time before they are due, without penalty.

2.2 Covenant to pay interest

The Chargor covenants with the Chargee to pay interest at the Interest Rate on any Deferred Purchase Price Payments which are not paid on the Due Date from day to day from the Due Date until full discharge of the Deferred Purchase Price Payment in question (whether before or after judgment, liquidation, winding-up or administration of the Chargor).

2.3 Legal mortgage

The Chargor with full title guarantee and as a continuing security for the payment of all Secured Liabilities charges the Property to the Chargee by way of first legal mortgage.

2.4 Continuing security

Subject to Clause 2.5 (*Release*), this Legal Charge is made for securing the Secured Liabilities and is a continuing security and will not be discharged by any payment on account of only part of the Secured Liabilities .

2.5 Release

- 2.5.1 The Chargor agrees with the Chargee that it will not, without the Chargees's prior written consent, make any disposition (within the meaning of section 205 of the 1925 Act) of the Property or any part thereof that is subject to this Legal Charge except where it is an Excluded Disposition.
- 2.5.2 When the Chargor intends to make an Excluded Disposition of the Property the Chargee will, at the request and cost of the Chargor, provide to the Chargor within 10 Working Days of request appropriate documentation to allow registration of such Excluded Dispositions and in the case of transfers and leases of more than 20 years to release from this Legal Charge the subject matter of such transfers and leases SUBJECT TO the value of the Property remaining under charge to the Chargee following such Release equating to a sum of no less than the 120% of the Deferred Purchase Price Payments still to be paid.
- 2.5.3 Once the Chargor has paid the Secured Liabilities, the Chargee will at the request and cost of the Chargor Release the Property from this Legal Charge within 15 Working Days of request.

2.6 Land Registry restriction

- 2.6.1 The Chargor shall apply to the Land Registry on form RX1 to enter a restriction on the proprietorship register of the Property in the following form:

"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{30 November 2021} [date of this Legal Charge] in favour of James Anthony Trafford Claire Flora Ash-Wheeler Marian Beatrice Ash and Cosmo Caddy referred to in the charges register"

- Land Endurance Estates Strategic Land Limited* *ah*
- 2.6.2 The Chargor must promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the Land Registry within the priority period conferred by its OS2 search.
- 2.6.3 Without prejudice to the Chargor's obligation on clause 2.6.1, the Chargee, in its absolute discretion, may make an application referred to in clause 2.6.1 in place of the Chargor. In such a case, the Chargor consents to the entry of the relevant restriction and will pay all reasonable fees, costs and expenses incurred in connection with the application.

3 PLANNING AND INFRASTRUCTURE AGREEMENTS

At the reasonable request of the Chargor, the Chargee agrees to join, in its capacity as chargee only, as party to any planning and infrastructure agreements relating to the development of the Property provided that no dispositions (except for Excluded Dispositions are effected by such agreements) and the Chargee shall release from this Legal Charge such parts of the Property as are the subject of Excluded Dispositions as required under any planning or infrastructure agreement , SUBJECT ALWAYS to:-

- 3.1 the Chargee not being bound by any obligations (financial or otherwise) contained therein, save in the event of the Chargee entering the Property as mortgagee in possession;
- 3.2 the Chargor being responsible for the Chargee's reasonable and proper legal costs in connection with any such agreement;
- 3.3 any such planning and infrastructure agreements shall not prejudice the development of the Chargee's retained land within title number EX604239 and EX961407; and
- 3.4 such planning and infrastructure agreements shall not have the effect of reducing the value of the Property as security for the Secured Liabilities.

4 RIGHTS OF THIRD PARTIES

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

5 COVENANTS

5.1 Restriction on further security

The Chargor shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so), nor may it, without the prior consent of the Chargee, (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Property (or purport to do so), (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Property or (c) otherwise dispose of its interest (whether legal or beneficial) in the Property or (d) assign any of its rights or transfer any of its rights or obligations under this Deed (or purport to do so)

5.2 Enforcement of Rights

The Chargor shall use all reasonable endeavours to:

- 5.2.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Property of the covenants and other obligations imposed on such counterparty; and
- 5.2.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Property which the Chargee may reasonably require from time to time.

5.3 Notice of Breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of any breach of:

- 5.3.1 any representation or warranty set out in clause 10; and
- 5.3.2 any covenant set out in this clause 5.

5.4 Further Assurance

Solely for the perfecting, protecting or facilitating the realisation of its security over the Property, the Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonably require) in favour of the Chargee as the Chargee, (acting

reasonably), requires from time to time over all or any part of the Property and give all notices, orders and directions which the Chargee may reasonably require.

5.5 Chargor's Waiver of Set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this Legal Charge).

5.6 Insurance of the Property

The Chargor is to insure and keep insured works of construction, buildings, fixed plant, machinery and fixtures forming part of the Property in the joint names of the Chargee and the Chargor:

- 5.6.1 against loss or damage by fire and such other risks to the extent as is usual for companies carrying on the same or substantially similar businesses as that of the Chargor and/or as the Chargee may reasonably require;
- 5.6.2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses;
- 5.6.3 through an insurance office or underwriters approved by the Chargee (such approval not to be unreasonably withheld); and
- 5.6.4 on terms acceptable to the Chargee (acting reasonably)

5.7 Additional insurance obligations

The Chargor is to:

- 5.7.1 pay all insurance premiums promptly upon their becoming due;
- 5.7.2 provide the Chargee on request with a copy of the insurance policies effected by the Chargor together with evidence for the payment of the last premiums for those policies;
- 5.7.3 apply all monies received by virtue of any insurance policies in making good the loss of or damage to the Property or, if the Chargee so directs, in or towards discharging the Secured Liabilities; and
- 5.7.4 pay to the Chargee on demand the costs of any insurance effected by the Chargee to remedy any default by the Chargor in insuring under this **clause 5.7**.

5.8 No Invalidity of Insurance

The Chargor shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the insurance policies in respect of the Property.

5.9 Compliance with and Enforcement of Covenants

The Chargor shall:

- 5.9.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is subject and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee (acting reasonably) that those covenants, stipulations and conditions have been observed and performed in all material respects; and

5.9.2 diligently enforce in all material respects all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

5.10 Notices or Claims Relating to the Property

5.10.1 The Chargor shall:

(a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

(b) (if the Chargee so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, such objections or representations in respect of any such Notice as the Chargee may require (acting reasonably).

5.10.2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any alleged breach of any Environmental Law relating to the Property.

5.11 Environment

The Chargor shall in relation to the Property:

5.11.1 properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law; and

5.11.2 observe and perform in all material respects all the requirements of Environmental Law.

5.12 Conduct of Business on Property

The Chargor shall carry on its trade and business on the Property, namely as developer, and will commence and diligently pursue the residential development of the Property in accordance with the standards of good management from time to time current in such trade or business.

5.13 Inspection

The Chargor shall permit the Chargee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

5.14 No Restrictive Obligations

The Chargor shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

5.15 Statutory requirements

The Chargor is to comply in all material respects with all statutory and other requirements affecting the Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations (including the planning permission granted on appeal

with the reference number APP/C1570/W/19/3234530) which may be necessary to enable it to develop the Property and preserve and maintain the value of the Property.

5.16 Taxes and outgoings

The Chargor is punctually to pay all taxes, duties, rates and outgoings payable in respect of the Property.

5.17 Costs and expenses

The Chargor is to pay within three Business Days of demand to the Chargee or the Receiver:

5.17.1 all costs and expenses which may be incurred by either of them in connection with:

- (a) any consents or approvals which may be required in respect of the Property;
- (b) negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (or any attempts to do so);
- (c) stamp duty land tax and other fees and costs arising from preserving or improving the security created by this Legal Charge or their respective rights and powers under this Legal Charge (or any attempts to do so); and

5.17.2 interest on any costs and expenses payable under this Legal Charge three Business Days after they were incurred until repayment and as well after as before judgment at the Interest Rate.

5.18 Not jeopardise Security

The Chargor will not do or omit to do anything or allow anything to be done or omitted which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of the Security created by this Legal Charge or the priority of its ranking as expressed in this Deed.

6 ENFORCEMENT

6.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

6.2 Power of leasing

The restriction on the powers of the Chargee or the 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. The statutory powers of leasing and accepting surrenders are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this Legal Charge has become enforceable, whether in its own name or in that of the Chargor, to make any lease or arrangement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Chargor, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium, as the Chargee or Receiver thinks fit.

6.3 Power of sale

For the purposes of section 101 of the 1925 Act, the Secured Liabilities become due and the statutory power of sale and other powers of enforcement given by section 101 of the 1925 Act (as varied or extended by this Legal Charge) arise immediately on execution of this Legal Charge and shall be exercisable in accordance with this Clause 6.

6.4 Exercise of power of sale

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.

6.5 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers and privileges and immunities conferred by the 1925 Act on mortgagees and receivers

6.6 Events of default

This Legal Charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events:

- 6.6.1 the Chargor does not pay either of the Deferred Purchase Price Payments on the relevant Due Date;
- 6.6.2 the Chargor does not comply with obligations in this Legal Charge;
- 6.6.3 any of the warranties set out in clause 10 is or proves to have been incorrectly given or misleading;
- 6.6.4 an order is made for the compulsory purchase of the whole or any part of the Property;
- 6.6.5 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 6.6.6 where the Chargor is a company, an administrator is appointed over the Chargor;
- 6.6.7 where the Chargor is a company, a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Chargor or a resolution is passed or an order made for the winding up of the Chargor;
- 6.6.8 where the Chargor is a company, a voluntary arrangement is made in respect of the Chargor under Part I 1986 Act or other composition, compromise, assignment or arrangement is made with one or more creditors of the Chargor;
- 6.6.9 where the Chargor is an individual, a petition is presented for the bankruptcy of the Chargor or a bankruptcy order is made against the Chargor; or
- 6.6.10 where the Chargor is an individual, an interim order is made for a voluntary arrangement under section 252 1986 Act in respect of the Chargor; and
- 6.6.11 the Chargor is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities),

6.7 Enforcement of Security

After the security constituted by this Legal Charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.

6.8 No liability as mortgagee in possession

Neither the Chargee, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such unless, in each case, caused by its gross negligence or wilful misconduct.

6.9 Relinquishing possession

If the Chargee, any Receiver or any Delegate enters into or takes possession of the Property, it or he may at any time relinquish possession

6.10 Chargee's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Chargee at its absolute discretion to:-

6.10.1 do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge without first appointing a Receiver or notwithstanding the appointment of a Receiver.

6.10.2 remedy a breach at any time by the Chargor of any of its obligations contained in this Legal Charge. The Chargor irrevocably authorises the Chargee and its agents to do all such things as are reasonably necessary for that purpose, provided that the Chargee has given the Chargor reasonable advance notice of taking any such action. Any monies expended by the Chargee in remedying a breach by the Chargor of any of its obligations contained in this Legal Charge shall be reimbursed by the Chargor to the Chargee;

In remedying any breach in accordance with this clause 7.10.2 the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary including, carrying out any repairs, other works or development.

The rights of the Chargee under this clause are without prejudice to any other rights of the Chargee under this Legal Charge. The exercise of those rights shall not make the Chargee liable to account as a mortgagee in possession.

6.10.3 grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this Legal Charge (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Legal Charge or to the liability of the Chargor for the Secured Liabilities.

7 APPOINTMENT OF RECEIVERS

7.1 Powers under this Legal Charge

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Chargee under the 1986 Act, the 1925 Act or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the 1925 Act.

7.2 Appointment of receivers

At any time after the Chargee's power of sale has become exercisable, the Chargee may without further notice appoint one or more than one Receiver in respect of the Property or any part of the Property. The power to appoint a Receiver (whether conferred by this Legal Charge or statute) shall be and remain exercisable by the Chargee despite any prior appointment in respect of all or part of the Property.

7.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.

7.4 Additional or alternative receivers

The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver.

7.5 Agent of the Chargor

The Receiver will, so far as the law permits, be the agent of the Chargor. 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 Chargee.

7.6 Scope of Receiver's Powers

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Chargor, the directors of the Chargor or himself

7.7 Chargor's liability

The Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

7.8 Liability for default

The Chargee will not be responsible for any misconduct, negligence or default of the Receiver, unless directly caused by its gross negligence or wilful misconduct.

7.9 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Chargor.

7.10 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Chargee without the restrictions contained in section 109 of the 1925 Act but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Liabilities.

7.11 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Chargor:

- 7.11.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and

- 7.11.2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this Legal Charge or conferred upon receivers by the 1986 Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).
- 7.11.3 to undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 7.11.4 in connection with the exercise of the Receiver's powers, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.
- 7.11.5 to exercise or revoke any VAT option to tax as he thinks fit.
- 7.11.6 to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him.
- 7.11.7 to collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.
- 7.11.8 To sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.
- 7.11.9 to give valid receipts for all monies and execute all assurances and things which may be necessary or desirable for realising any of the Property.
- 7.11.10 to make any arrangement, settlement or compromise between the Chargor and any other person as he thinks fit.
- 7.11.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.
- 7.11.12 To 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 Legal Charge if the Receiver thinks fit.
- 7.11.13 to for any of the purposes authorised by this clause, raise money by borrowing from the Chargee (or from any other person) on the security of all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Chargee consents, terms under which such security ranks in priority to this Legal Charge).
- 7.11.14 to redeem any prior Encumbrance in respect of the Property and settle and pass the accounts to which such Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and
- 7.11.15 to do all such other acts and things as the Receiver may consider incidental or conducive to any of the matters or powers in this clause, or which he lawfully

may or can do as agent for the Chargor in respect of the Property and/or Legal Charge.

7.12 Delegation

Each of the Chargee and 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 Legal Charge. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Chargee or any Receiver shall think fit. Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate, unless caused by its gross negligence or wilful misconduct.

7.13 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 7.13.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Chargor;
- 7.13.2 to carry on, manage or permit the carrying on and managing any business of the Chargor at the Property as the Receiver may think fit;
- 7.13.3 to sell, whether by public auction or private contract or otherwise, exchange, license or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and
- 7.13.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

7.14 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this clause 7.

8 DISTRIBUTIONS

8.1 Subject to section 176A 1986 Act, all monies received by the Chargee or a Receiver pursuant to this Legal Charge will, be applied in or towards discharging in the following order of priority:

- 8.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 8.1.2 the remuneration of the Receiver;
- 8.1.3 the Secured Liabilities in such order as the Chargee may determine; and
- 8.1.4 the claims of those entitled to any surplus.

8.2 Appropriation

Neither the Chargee, any Receiver or a Delegate under this Legal Charge shall be bound (whether by virtue of section 109(8) of the 1925 Act, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

9 Purchaser

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

10 WARRANTIES

10.1 The Chargor warrants to the Chargee on the date of this Deed that:

- 10.1.1 it is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.
- 10.1.2 The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations (subject to the principal that equitable remedies are discretionary).
- 10.1.3 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:
 - (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound in any material respect; or
 - (b) cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;
- 10.1.4 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed. No limit on its powers will be exceeded as a result of the grant of security effected in this Deed.
- 10.1.5 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 10.1.6 no person having any charge or other form of security over the Property or any other assets of the Chargor has enforced or given notice of its intention to enforce such security;
- 10.1.7 no Event of Default has occurred or is continuing.
- 10.1.8 the security created by this Deed constitutes a first priority charge over the Property and the Property is not subject to any prior or *pari passu* Security; and
- 10.1.9 each of the representations given in this clause 10 are deemed to be made by the Chargor by reference to the facts and circumstances then existing, on the date of delivery of this Deed, and on the Due Dates.

11 EXCLUSION OF LIABILITY AND MISCELLANEOUS

11.1 Liability for loss and damage

11.1.1 The Chargee and the Receiver will not be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers unless caused by their gross negligence or wilful misconduct.

11.1.2 The Chargor may not take any proceedings against any officer, employee or agent of the Chargee or the Receiver in respect of any claim it might have against the Chargee or the Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Legal Charge.

11.2 Chargor's indemnity

The Chargor agrees with the Chargee to indemnify the Chargee and the Receiver within three Business Days of demand against any cost, loss, liability or expense incurred by it or them as a result of any exercise of the powers of the Chargee or the Receiver or any attempt or failure to exercise those powers.

11.3 Continuing Security

This Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this Legal Charge in writing.

11.4 Discharge conditional

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

11.4.1 the Chargee or its nominee may retain this Legal Charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

11.4.2 the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

11.5 Rights cumulative

The rights and powers of the Chargee conferred by this Legal Charge are cumulative, may be exercised as often as the Chargee considers appropriate, and are in addition to its rights and powers under the general law.

11.6 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Chargee shall, in any way, preclude the Chargee from exercising any right or power under this Legal Charge or constitute a suspension or variation of any such right or power.

11.7 Delay

No delay or failure to exercise any right or power under this Legal Charge shall operate as a waiver.

11.8 Single or partial exercise

No single or partial exercise of any right under this Legal Charge shall prevent any other or further exercise of that or any other right.

11.9 Consolidation

The restriction on the right of consolidation contained in section 93 of the 1925 Act shall not apply to this Legal Charge.

11.10 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Legal Charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

11.11 Assignment by Chargee

11.11.1 The Chargee may assign any or all of its rights and/or obligations under this Deed.

11.11.2 The Promoter undertakes to the Trustees that it will assign all its right and interest in this Legal Charge to the Trustees when it has been paid what is due to it from the Deferred Purchase Price Payments and this event the Trustees shall serve notice of the transfer on the Chargor.

12 POWERS

12.1 Execution of documents

The Receiver will have power, either in the name of the Chargor or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

12.2 Power of Attorney

12.2.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Chargee, each Receiver and each Delegate to be its attorney, with full power of substitution.

12.2.2 The attorney may, in the Chargor's name and at its expense, do anything which the Chargor is obliged to do under this Deed but has failed to do or which the Chargee, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Property or under or otherwise for the purposes of this Deed or any law or regulation.

12.2.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 12. The Chargor agrees to indemnify the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

13 NOTICES

13.1 Form of notices

Any notice served under this Legal Charge is to be:

13.1.1 in writing;

13.1.2 signed by the solicitors for the Trustees (being Wilsons Solicitors LLP of Alexandra House, St Johns Street, Salisbury, Wilts SP1 2SB (reference: JB/A6307.0003), or such other firm of solicitors as is notified in writing to the Chargor)

and by an officer of the party serving the notice or by its solicitors in respect of the Chargor and the Promoter;

13.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time and in the case of the Chargee any such notice will only be validly served if it is also served on the Chargee's solicitors as referred to in the Agreement.

13.2 Time of receipt

If a notice is received 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 received on the next working day.

13.3 Deemed receipt

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

13.3.1 if delivered by hand, at the time of delivery;

13.3.2 if sent by post, on the second working day after posting

AND in the case of the Trustees only when both the Trustees and their solicitors are deemed to have received the same.

14 LAW AND JURISDICTION

14.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

14.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Chargee who retains the right to sue the Chargor and enforce any judgment against the Chargor in the courts of any competent jurisdiction.

15 EXECUTION

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

acting by:

In the presence of

Witness signature:

Witness name:

Ellie Dodd

Witness address:

Group Paralegals

in the presence of:

Witness Signature:

Name

Address

Occupation

SIGNED as a deed by **CLAIRE FLORA
ASH-WHEELER**

}

.....

in the presence of:

Witness Signature:

}

.....

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

SIGNED as a deed by **MARIAN
BEATRICE ASH**

}

.....

in the presence of:

Witness Signature:

}

.....

Name

.....

Address

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Occupation

.....

SIGNED as a deed by COSMO CADDY -

}

.....

in the presence of:

}

Witness Signature:

.....

Name

.....

Address

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Occupation

.....

EXECUTED as a DEED by ENDURANCE ESTATES STRATEGIC

LAND LIMITED

acting by:

In the presence of

Witness signature:

Witness name:

Witness address:

.....
Director

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