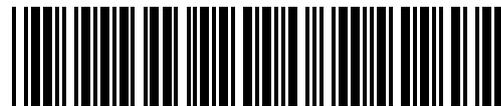




Registration of a Charge

Company Name: **VAUXHALL MOTORS LIMITED**

Company Number: **00135767**



XB1IR7NL

Received for filing in Electronic Format on the: **08/04/2022**

Details of Charge

Date of creation: **05/04/2022**

Charge code: **0013 5767 0010**

Persons entitled: **STOFORD ELLESMERE PORT LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH-EAST SIDE OF RIVACRE ROAD, HOOTON, ELLESMERE PORT BEING PART OF THE PROPERTY REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CH4009 AND SHOWN EDGED RED ON THE PLAN ATTACHED TO THE TRANSFER ATTACHED AT SCHEDULE 1 OF THE DEED.**

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 135767

Charge code: 0013 5767 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2022 and created by VAUXHALL MOTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2022 .

Given at Companies House, Cardiff on 13th April 2022

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

5 April

2022

-
- (1) VAUXHALL MOTORS LIMITED (AS CHARGOR)
 - (2) STOFORD ELLESMERE PORT LIMITED

LEGAL CHARGE

over the freehold property on the north-east side of
Rivacre Road, Hooton, Ellesmere Port, Cheshire

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DATE

5 April

2022

PARTIES

- (1) **VAUXHALL MOTORS LIMITED** a company incorporated in England and Wales with registered number 135767 whose registered office is at Chalton House Ux1-101-135 Luton Road, Chalton, Luton, Bedfordshire, England, LU4 9TT (the **Chargor**); and
- (2) **STOFORD ELLESMERE PORT LIMITED** a company incorporated in England and Wales with registered number 13753998 whose registered office is at 26-28 Ludgate Hill, Birmingham, United Kingdom, B3 1DX (the **Chargee**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this legal charge the following definitions will apply:

Act

the Town and Country Planning Act 1990 and any act for the time being in force amending or replacing the same and all regulations and orders made under it and any other legislation relating to town and country planning in force from time to time including the Planning (Listed Buildings and Conservation Areas) Act 1990;

Agreement for Lease

the agreement for lease of the Property dated 1 April 2022 and entered into between (1) the Chargee (as developer) (2) the Tenant and (3) the Guarantor (as the Chargee's guarantor);

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Disposal

any sale or transfer or assent or a lease and **Dispose** shall be interpreted accordingly;

Encumbrance

a fixed mortgage or charge;

Event of Default

- (a) the failure of the Tenant to pay the Preliminary Works Costs when due under clause 10.6 of the Agreement for Lease;
- (b) the appointment of an Administrator in respect of the Chargor; and
- (c) the making of a request by the Chargor for the appointment of a Receiver;

Guarantor

Stoford Properties Limited incorporated and registered in England and Wales with company number 7848231 whose registered office is at 26-28, Ludgate Hill, Birmingham, United Kingdom, B3 1DX;

LPA

the Law of Property Act 1925;

Preliminary Works Costs

has the meaning given to that term in the Agreement for Lease;

Preliminary Works Licence

means the licence to be granted by the Chargor to the Chargee for the carrying out of preliminary works on the Property as detailed in the Sale Contract and the Agreement for Lease;

Property

the freehold property known as land on the north-east side of Rivacre Road, Hooton, Ellesmere Port being part of the property registered at HM Land Registry under Title Number CH4009 and shown edged red on the plan attached to the Transfer attached at Schedule 1 to this legal charge;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee under this legal charge;

Retained Land

has the meaning given to that term in the Sale Contract;

Rights

being the rights granted by the Chargor to the Chargee in respect of the Retained Land and set out in the Transfer attached at Schedule 1 to this legal charge;

Sale Contract

the contract for sale of the Property dated 1 April 2022 and entered into between (1) the Chargor (as seller) (2) the Chargee (as buyer) and (3) the Guarantor;

Secured Liabilities

the Tenant's obligation to pay the Preliminary Works Costs to the Chargee in accordance with the terms of the Agreement for Lease (which for the avoidance of doubt shall not be more than the sum of £2,613,535.94 (exclusive of VAT) referred to in clause 10.6.4 of the Agreement for Lease);

Secured Parties

the Chargee, any Receiver or delegate appointed by a Receiver where permitted pursuant to this Charge;

Services

water, gas, electricity, surface and foul drainage, waste and telecommunications;

Tenant

Peugeot Motor Company plc, a company incorporated and registered in England and Wales with company number 00148545 whose registered office is at Pinley House, 2 Sunbeam Way, Coventry, West Midlands CV3 1ND; and

Unconditional Date

has the meaning given to that term in the Agreement for Lease.

- 1.2 In this legal charge, a reference to:
- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
 - 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
 - 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
 - 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 The schedule forms part of this legal charge and has the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though it was set out in this legal charge.
- 1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Writing or written excludes faxes and e-mail unless otherwise specified in this legal charge.
- 1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.
- 1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.
- 1.10 The Charge holds the benefit of this legal charge on trust for the Secured Parties.

2. COVENANT TO PAY

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable.

3. CHARGES

3.1 Fixed Charges

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

3.2 Extent of Security

It is agreed that this legal charge is intended to be the sole security which is held by the Chargee for the Secured Liabilities and that the Chargee will not take or exercise any other security (including any lien) over the Property or any other property of the Chargor unless the Chargor and the Chargee expressly agree otherwise in writing.

4. RESTRICTIONS AND WORKS

4.1 The Chargor covenants with the Chargee that it will not, without the Chargee's prior written consent (in its absolute discretion):

- 4.1.1 carry out or permit to be carried out any development or construction work in respect of the Property;
- 4.1.2 change the use of all or any part of the Property;
- 4.1.3 make, or agree to, whether by a single transaction or a number of transactions and whether related or not, a Disposal of the whole or any part of the Property; or
- 4.1.4 create or permit to subsist any Encumbrance upon any of the Property other than:
- (a) the grant of the Preliminary Works Licence; or
 - (b) subject to clause 4.2 below, as permitted or required under the Sale Agreement or the Agreement for Lease.

4.2 The Chargee covenants with the Chargor that it will within 5 Business Days of request by the Chargor (acting reasonably) either:

4.2.1 enter into; or

4.2.2 subject to clause 4.3 below, consent to the Chargor entering into

any planning agreement which the Chargor is required to enter into under the Sale Contract or the Agreement for Lease.

4.3 The Chargee will provide the form of consent to be entered into by the Chargor in relation to any Disposal permitted or required under the Sale Agreement or the Agreement for Lease. Each party will be responsible for their own costs incurred in respect of any consent to be negotiated or entered into.

4.4 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against the title number allocated to the Property or which is the subject of first registration of title:

"RESTRICTION

No disposition of the registered estate by the proprietor 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 the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 4.1 of the charge dated [●] in favour of [●] have been complied with."

5. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

5.1 Incorporation

It is a limited company duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Property;

5.2 Authority

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

5.3 Obligations binding

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

6. ENFORCEMENT OF SECURITY

6.1 The security constituted by this legal charge shall become enforceable on the occurrence of an Event of Default.

6.2 After the security constituted by this legal charge has become enforceable:

6.2.1 the power of sale and other powers conferred by section 101 LPA, as varied or amended by this legal charge, will be immediately exercisable; and

6.2.2 the Chargee may in its absolute discretion enforce all or any part of the security constituted by this legal charge in such manner as it sees fit.

7. APPOINTMENT AND POWER OF RECEIVER

7.1 At any time after the security constituted by this legal charge becomes enforceable or if so requested by the Chargor by written notice at any time, the Chargee may:

7.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Property and/or of the income from the Property; and/or

7.1.2 exercise in respect of all or any of the Property all or any of the powers and remedies given to mortgagees by the LPA.

7.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

8. POWERS OF RECEIVER

8.1 General

8.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred on it by any law (but without any of the restrictions on the exercise of those powers imposed by the LPA or the Insolvency Act). This includes:

- (a) all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, even though he may not be an administrative receiver; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA and the Insolvency Act.

8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this legal charge individually and to the exclusion of any other Receiver.

8.2 Possession

A Receiver may take immediate possession of the Property.

8.3 Employees

8.3.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others (including his partners and firms) for the purposes of this legal charge on any terms (as to remuneration or otherwise) he considers suitable.

8.3.2 A Receiver may discharge any person appointed by the Chargor.

8.4 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of the Property either in priority to this Security or otherwise and generally on any terms and for whatever purpose he considers suitable.

8.5 Sale of assets

8.5.1 A Receiver may (or may agree to) sell, exchange, convert into money and realise the Property by public auction or private contract and generally in any manner and on any terms he considers suitable.

8.5.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period he considers suitable.

8.5.3 Fixtures (other than those belonging to a landlord) may be severed and sold separately from the Property without the consent of the Chargor.

8.6 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any Claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Property.

8.7 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to the Property he considers suitable.

8.8 Receipts

- 8.8.1 A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising the Property.
- 8.8.2 Only money actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Liabilities may be applied by the Lender in satisfaction of the Secured Liabilities.

8.9 Delegation

A Receiver may delegate his powers in accordance with this legal charge.

8.10 Protection of assets

A Receiver may:

- 8.10.1 carry out any repair or put in place any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve the Property;
- 8.10.2 commence and/or complete any building operation; and
- 8.10.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he considers suitable.

8.11 Other powers

A Receiver may:

- 8.11.1 do all other acts and things he considers necessary or desirable for realising the Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this legal charge or law;
- 8.11.2 exercise in relation to the Property all the powers, authorities and things he would be capable of exercising if he were the absolute beneficial owner of the Property;
- 8.11.3 agree to any arrangement or compromise he considers suitable and do any other things incidental or conducive to any of his other powers; and
- 8.11.4 use the name of the Chargor for any of the above purposes.

8.12 In making any disposal a Secured Party may accept, as consideration, cash, shares, loan capital or other obligations on any terms he may agree. Any contract for disposal may contain conditions excluding or restricting the personal liability of any Secured Party.

8.13 No Secured Party will be liable for:

- 8.13.1 the Property; or
- 8.13.2 any loss or damage which arises out of the:

- (a) exercise;
- (b) attempted exercise; or
- (c) failure to exercise,

any of their respective powers, unless the loss or damage is caused by his gross negligence or wilful misconduct.

8.14 Without prejudice to the generality of clause 8.13, entry into possession of the Property will not make a Secured Party liable to account as mortgagee in possession. If any Secured Party enters into possession of the Property, he may, at any time at his discretion, go out of possession.

8.15 Except to the extent provided by law, an insolvency event for the Chargor will not affect any powers described in this clause 8.

9. **GRANT OF EASEMENTS**

9.1 At any time when the security constituted by this legal charge is being enforced and a disposal of the Property or any part of it is proposed by the Chargee pursuant to the powers conferred by this legal charge, the Chargor covenants that it will, at its own cost and within 10 Business Days of written demand, enter into such agreement or deed as the Chargee reasonably requires to grant to the Chargee, or purchaser or other disponente the Rights, provided that the agreement or deed granting the Rights also grants the Chargor:

9.1.1 the benefit of equivalent covenants relating to the exercise of the Rights by the transferee; and

9.1.2 the grant of equivalent rights for the benefit of the Chargor's Retained Land as the reservations out of the Property as those which are contained in the Transfer,

and the Chargor will (at its own cost) within 10 Business Days of written demand enter into such agreements and deeds of easements as the Chargee or the relevant utilities supplier or other company, local authority or similar body for the provision and adoption of services sewers or other infrastructure may reasonably and properly require in respect of the Services.

9.2 If the Chargor fails to execute any agreement or deed in accordance with its obligations in clause 9.1, the Chargor irrevocably appoints the Chargee its attorney by way of security to execute the relevant agreement or deed.

10. **PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Property or any part of the Property has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

11. **ASSIGNMENT AND TRANSFER**

Neither party may assign, transfer, charge, make the subject of a trust or deal in any other manner with this legal charge or any of its rights under this legal charge or purport to do any of the same without the prior written consent of the other party.

12. **RELEASE**

12.1 Any certificate, determination or notification by the Chargee as to the amount payable to repay or discharge the Secured Liabilities in full shall, in the absence of manifest error, be conclusive evidence of the matter to which it relates.

12.2 On the earlier of:

12.2.1 the payment or discharge of the Secured Liabilities in full; and

12.2.2 the Unconditional Date.

the Chargee shall within 5 Business Days of written request from the Chargor execute a form DS1 or such other form as shall be appropriate to release the Property or any interest in the Property or any part of parts of the Property charged under this legal charge.

13. **THIRD PARTY RIGHTS**

13.1 Subject to clause 13.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 13.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act

1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.

14. NOTICES

14.1 Any notice given under this legal charge shall be in writing and signed by or on behalf of the party giving it.

14.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service to the registered office address for the time being (marked for the attention of the directors) of the Chargee or the Chargor (as applicable), or such other address notified in writing to either party from time to time after the date of this legal charge.

14.3 In the absence of evidence of earlier receipt and subject to clause 14.4, a notice served in accordance with clause 14.2 shall be deemed to have been received:

14.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 14.2; or

14.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or

14.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.

14.4 If deemed receipt under clause 14.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

14.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.

14.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email unless otherwise agreed by the Chargor and the Chargee.

15. GENERAL

15.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. Neither the Chargor nor the Chargee shall be required to obtain the consent of any third party on whom a benefit is conferred under this legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

15.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.

15.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 15.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

15.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

15.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.

15.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

15.7 In the event of any conflict between the obligations on the part of the Chargor (as seller) in the Sale Agreement and the other obligations on the part of the Chargor in this legal charge then the provisions of the Sale Agreement shall prevail and the Chargee shall provide such consents or enter into such documents as may be reasonably required to give effect to this clause 15.7.

16. **GOVERNING LAW AND JURISDICTION**

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

16.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.

16.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

IN WITNESS whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

SCHEDULE 1
The Transfer

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:

CH4009

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

3 Property:

Land on the north east side of Rivacre Road, Hooton, Ellesmere Port

The property is identified

on the attached plan and shown:

edged red

on the title plan(s) of the above titles and shown:

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

4 Date:

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

5 Transferor:

VAUXHALL MOTORS LIMITED

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

135767

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s) of all the persons to be shown as registered proprietors.

6 Transferee for entry in the register:

STOFORD ELLESMERE PORT LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

13753998

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 163 of the Land Registration Rules 2003.

7 Transferee's intended address(es) for service for entry in the register:

26-28 Ludgate Hill, Birmingham, United Kingdom, B3 1DX

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

8 The transferor transfers the property to the transferee

9 Consideration

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

The transferor has received from the transferee for the property the following sum (in words and figures):

[£10,100,000 (ten million one hundred thousand pounds) plus the sum of £2,020,000 (two million and twenty thousand pounds) VAT] *[DN: to be updated in accordance with the terms of the Agreement for Sale].*

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

full title guarantee

limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register unless:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership and practice guide 24, private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

1 ADDITIONAL PROVISIONS

1.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

| | |
|-----------------------|---|
| "1994 Act" | the Law of Property (Miscellaneous Provisions) Act 1994; |
| "Agreement for Lease" | the agreement for lease dated [] 2022 made between (1) the Transferee (2) Peugeot Motor Company PLC and (3) Stoford Properties Limited; |
| "Agreement for Sale" | the agreement dated [] 2022 made between the Transferor (1) the Transferee (2) and Stoford Properties Limited (3) providing for this transfer; |
| "Boundary Structure" | A 2.4 metre high palisade galvanized powder-coated fence [to be] erected by the Transferee between the points marked 'A' and 'B' on the Plan [pursuant to the terms of the Agreement for Lease]; <i>[Drafting note – words in brackets to be removed if the Boundary Structure has been erected prior to completion]</i> |
| "Documents" | the deeds and documents short details of which are set out in the First Schedule (if any); |
| "Drainage Deeds" | the 1962 Licence and the 1997 Deed |
| "1962 Licence" | the licence in respect of a spillway dated 12 October 1962 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited |

"1997 Deed"

the deed relating to surface water drainage dated 25 July 1997 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited

"Excluded Matters"

the following positive covenants:

- a. the covenants on the part purchaser contained in the transfer dated 24 July 1961 made between (1) The Secretary of State for Air and (2) Vauxhall Motors Limited;
- b. the obligations on the part of the licensee contained in the 1962 Licence (as varied by the 1997 Deed);
- c. the obligations on the part of the licensee contained in the licence dated 17 October 1962 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited;
- d. the covenants on the part of the transferor contained in the transfer dated 17 March 1997 ("1997 Transfer") made between (1) Vauxhall Motors Limited (2) Vauxhall

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Properties Limited and (3) The Urban Regeneration Agency with the exception of the covenant in paragraph 1 of the Fourth Schedule of the 1997 Transfer to keep the boundary walls and fences (together being the "structures") of the Property marked with a "T" on the plan attached to the 1997 Transfer in good and substantial repair and condition and only in so far as the structures relate to and border the Property;

- e. the covenants on the part of the transferor contained in the transfer dated 28 April 1998 made between (1) Vauxhall Motors Limited and (2) The Manchester Ship Canal Company; and
- f. the covenants on the part of the transferor contained in the transfer dated 27 September 2000 ("2000 Transfer") made between (1) Vauxhall Motors Limited and (2) The Hooton Park Trust with the exception of the

covenant in paragraph 2 of the Fourth Schedule of the 2000 Transfer but only in relation to the maintenance and repair of the boundary fence between the Property and the land conveyed by the 2000 Transfer.

"North Road" that part of the roadway known as North Road which is shown (together with other land edged blue on the Plan (but only insofar as the land edged blue forms part of the Retained Land);

"Plan" the plan annexed to this transfer;

"Retained Land" the land on the north east side of Rivacre Road, Hooton, Ellesmere Port being that part of the land registered at HM Land Registry under Title Number CH4009 as at the date of this transfer as is not comprised in the Property;

"Roads" West Road and North Road;

"Service Media" any media for conducting Services, together with any ancillary apparatus required;

"Services" water, soil, sewage, gas, electricity, telecommunications and other services or supplies of every description

"VAT" Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax replacing or introduced in addition to it;

"West Road"

that part of the roadway known as West Road which is shown (together with other land edged blue on the Plan (but only insofar as the land edged blue forms part of the Retained Land).

"Working Days"

means any day which is not a Saturday a Sunday, a bank holiday or a public holiday and which does not fall within the period of 24 December to 1 January (inclusive) in any year.

1.2 INTERPRETATION

1.2.1 Unless this deed states otherwise:

- a) references to clauses and Schedules are to the clauses and schedules of this deed; and
- b) reference to any legislation (whether specifically named or to legislation in general) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, regulations or other subordinate legislation for the time being made, issued or given under that legislation or deriving validity from it, and also reference to legislation in general is to all local, national and directly applicable supra-national laws for the time being in force.

1.2.2 Words importing one gender include any other genders and words importing the singular import the plural and vice versa.

1.2.3 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

1.2.4 The clause headings in this deed are for reference only and do not affect its construction or interpretation.

1.2.5 Where any party to this deed comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.

1.2.6 Unless the context requires otherwise, the words "include" and "including" shall be deemed to be followed by the words "without limitation".

1.3 TRANSFER

The transfer of the Property to the Transferee is made subject to the matters contained or referred to in the Documents and subject also to the matters contained or referred to in the Agreement for Sale.

1.4 RIGHTS GRANTED

1.4.1 The Property is transferred:

- a) together with, for the benefit of each and every part of the Property the rights set out in the Second Schedule; and

with the benefit of the rights set out in the property register of Title Number CH4009

but excluding the rights set out in the Drainage Deeds

1.4.2 The rights set out in the Second Schedule and set out in the property register of Title Number CH4009 shall where the context admits be exercisable in common with the Transferor, its successors in title and all persons authorised by it or them or having a like right.

1.5 RIGHTS RESERVED

1.5.1 There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Third Schedule.

1.5.2 If the Transferee or its successors has failed to comply with its obligations under paragraph 1.6 of this Transfer then the Transferor may notify the Transferee or its successors in

writing of such default ("the Transferee's Default Notice") and require rectification of the same and if within 20 Working Days of such Transferee's Default Notice or such other period as shall be reasonable in the circumstances the Transferee or its successors has failed to rectify such default the Transferor (acting properly) shall have the right to take such steps as it reasonably considers necessary to rectify such default including the right to make such payments on behalf of the Transferee or its successors and/or together with workmen professional contractors and others authorised by them to enter or to authorise any third party to enter on the Property in order to carry out or complete such works and the Transferor may recover from the Transferee or its successors the reasonable and proper costs of carrying out such works and/or procuring such compliance including any professional fees properly incurred.

1.6 POSITIVE COVENANT BY THE TRANSFEEE

The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to keep any new Service Media laid under the Roads pursuant to the rights granted by this Transfer which are not adopted and maintained at public expense in good and substantial repair and condition [and to erect the Boundary Structure in accordance with the terms of the Agreement for Lease.] *[Drafting Note: words in brackets to be removed if the Fence has been constructed under the AFL before completion]*

1.7 FENCING COVENANT BY THE TRANSFEROR

The Transferor covenants with the Transferee to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to maintain the Boundary Structure and keep the same in good and substantial repair and condition.

1.8 DRAINAGE DEEDS

1.8.1 The Transferor covenants with the Transferee to the intent that the burden of this covenant may run with and bind each and every part of the Retained Land into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Property not to do anything that may breach any of the provisions of the Drainage Deeds (so far as the Drainage Deeds continue to subsist and relate to and affect the Property) and to indemnify and keep the Transferee and its successors indemnified from and against all actions, claims, losses, costs, expenses, and liability incurred as a result of any future breach or non-performance or non-observation of this covenant relating to a claim against the Transferee or its successors

1.8.2 The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land not to exercise any of the rights granted in favour of the Transferor in the Drainage Deeds (so far as the Drainage Deeds continue to subsist and relate to and affect the Property) and to indemnify and keep the Transferor and its successors indemnified from and against all actions, claims, losses, costs, expenses, and liability incurred as a result of any future breach or non-performance or non-observation of this covenant relating to a claim against the Transferor or its successors.

1.9 SERVICE MEDIA TRANSFEROR COVENANT

1.9.1 The Transferor covenants with the Transferee to the intent that the burden of this covenant may run with and bind each and every part of the Retained Land into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Property to not allow or permit a third

party to connect to any unadopted Service Media laid by the Transferee or its successors in title pursuant to the Services rights granted in schedule 2 without the Transferee's prior written consent.

1.10 DECLARATIONS

1.10.1 No rights shall be granted for the benefit of the Property by necessity, implication or otherwise except for any rights expressly granted by this Transfer and the operation of section 62 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* is excluded from this Transfer.

1.10.2 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose.

1.10.3 The Transferor and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Property for building development or any other purpose.

1.10.4 The Transferor and the Transferee acknowledge that it is their shared intention that the boundary between the Property and the land registered under title number CH458519 (as at the date hereof) shall be contiguous so as to leave no gaps between the said boundaries as Retained Land and they agree to take such reasonable and commercial steps (and at their own cost) to ensure that this intention is satisfied if following registration of this transfer at HM Land Registry there are gaps between the said boundaries.

1.11 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Number CH4009 as at 5 July

2021 timed at 17:31:57 (save for those relating to mortgages or financial charges and save also for the Excluded Matters) and the Documents so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all actions, claims, losses, costs, expenses, and liability incurred by the Transferor arising out of any future breach or non-performance or non-observation of the same.

1.12 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

1.12.1 the words "at his own cost" are deleted from the covenant set out in section 2(1)(b) and the words "at the cost of the person to whom he disposes of the property" substituted for them;

1.12.2 the words "and could not reasonably be expected to" are deleted from the covenant set out in section 3(1); and

1.12.3 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made;

2 VALUE ADDED TAX

All payments under this transfer are exclusive of Value Added Tax and any Value Added Tax shall be payable in addition on the due date for payment of the sum to which the Value Added Tax relates (subject to production of a valid VAT invoice).

3 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

FIRST SCHEDULE

(The Documents)

None

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

SECOND SCHEDULE

(Rights Granted)

Support

The right of support and protection from the Retained Land and any buildings now on the Retained Land (to the extent that such support and protection exists at the date of this transfer) for the purpose of supporting upholding and maintaining the Property and the buildings now or in the future erected on the Property.

Rights of Light

The right to build on alter redevelop use or otherwise deal with the Property or any part or parts thereof notwithstanding that the access of light or air to the Retained Land shall be thereby diminished or otherwise prejudicially affected.

Access

In the event that all or part of West Road is stopped up or otherwise ceases to be public highway maintainable at the public expense (the "Stopped Up Land"), a right of way over and along the Stopped Up Land at all times with and without vehicles and for all purposes in connection with the use and enjoyment of the Property.

Services

1. Subject to paragraph 2 below:

- a) the right to lay new Service Media in North Road and thereafter a free and uninterrupted right to the passage and running of Services to and from the Property through, over and along the new Service Media in the North Road for the use and enjoyment of the Property together with a right of entry onto such parts of West Road as are reasonably to repair, reconnect to, maintain, renew, inspect, cleanse and replace such Service Media.
- b) the right (insofar as the Transferor is entitled to grant the same) to connect to existing Service Media in North Road together with a right of entry onto such parts of North Road as are reasonably required to connect into such existing Service Media.
- c) whilst West Road is Stopped Up Land the right to lay new Service Media in West Road and thereafter a free and uninterrupted right to the passage and

running of Services to and from the Property through, over and along the new Service Media in West Road for the use and enjoyment of the Property together with a right of entry onto such parts of West Road as are reasonably required to repair, reconnect to, maintain, renew, inspect, cleanse and replace such Service Media

d) whilst West Road is Stopped Up Land (insofar as the Transferor is entitled to grant the same) the right to connect to existing Service Media in West Road together with a right of entry onto such parts of West Road as are reasonably required to connect into such Service Media.

2. The rights set out in paragraph 1 above shall not be exercised unless and until the Transferee or other party exercising such rights:

a) gives, unless stated otherwise, reasonable prior written notice, except in an emergency, of its intention to exercise the right;

b) has obtained and produced to the Transferor copies of all necessary consents from the statutory undertakers or local authority or any other body, as the case may be;

c) has produced a programme of works and method statements including traffic management proposals which have been approved by the Transferor (such approval not to be unreasonably withheld or delayed);

d) in the case of the laying of new Service Media or connecting into existing Service Media has obtained the prior written approval of the Transferor (such approval not to be unreasonably withheld or delayed) to the route and position of the new Service Media (or connections thereto) Provided That the installation and connection of Service Media as shown in the specification and plans of works attached to the Agreement for Lease shall be deemed to be approved by the Transferor and its successors in title;

3. The party exercising the rights set out in paragraph 1 above shall:

a) carry out any works:

i. diligently and causing as little disturbance and inconvenience to the Transferor or its successors in title or other occupiers of the Retained Land or

users of the Roads as is reasonably practicable; and

- ii. in a good and workmanlike manner and with good quality materials to the reasonable satisfaction of the Transferor,
 - iii. in compliance with the requirements of any relevant authority and all relevant legislation and regulations,
 - iv. in compliance with the programme of works, plans and specifications approved by the Transferor;
- b) ensure that it or its contractor has put in place public liability and employers' liability insurance with a reasonably appropriate limit of indemnity in respect of each claim having regard to the nature and value of the relevant works and upon request to provide the person whose premises are being entered with a summary of the main terms of the insurance and evidence that the premiums have been paid.
- c) not cause any unnecessary damage to the Roads and make good as soon as reasonably possible any damage to the Transferor's reasonable satisfaction;
- d) make payment to the Transferor of reasonable compensation in respect of any losses incurred by the Transferor directly resulting from a breach of the covenants set out in this paragraph 3.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

THIRD SCHEDULE

(Rights Reserved)

Support

The right of support and protection from the Property and any buildings now on the Property (to the extent that such support and protection exists at the date of this transfer) for the purpose of supporting upholding and maintaining the Retained Land and the buildings now erected on the Retained Land.

Rights of Light

The right to build on alter redevelop use or otherwise deal with the Retained Land or any part or parts thereof notwithstanding that the access of light or air to the Property shall be thereby diminished or otherwise prejudicially affected.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

Executed as a deed by)
VAUXHALL MOTORS)
LIMITED acting by a)
director in the presence)
of:)

.....
Director

Signature of witness

Name (in BLOCK
CAPITALS)

Address

.....

Executed as a deed by)
STOFORD
ELLSEMERE PORT)
LIMITED acting by a)
director in the presence)
of: Director

Signature of witness

Name (in BLOCK
CAPITALS)

Address

.....

.....

.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003

EXECUTION PAGES

CHARGOR

EXECUTED and DELIVERED as a DEED by)
VAUXHALL MOTORS LIMITED acting by a)
director in the presence of:)

.....
Director

ALBERTO MORALES FACERIAS

Witness Signature

Witness Name

JASPAL SINGH

Address

Occupation

REAL ESTATE MANAGER

CHARGEE

Executed as a deed by **STOFORD ELLESMERE**)
PORT LIMITED acting by a director in the)
presence of:)

Witness Signature

Witness Name

Address

Occupation

DANIEL GALLAGHER

*26-28 Ladgate Hill
Birmingham
B3 1JK*

Chartered Surveyor