



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**

Received for Electronic Filing: **18/01/2017**



X5YDVQEZ

Details of Charge

Date of creation: **12/01/2017**

Charge code: **0067 0176 0432**

Persons entitled: **THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND**

Brief description: **THE PROPERTY KNOWN AS SWAN'S CORNER, NUNTHORPE
REGISTERED AT THE LAND REGISTRY AT THE DATE HEREOF WITH
FREEHOLD TITLE ABSOLUTE AND FORMING PART OF TITLE NUMBER
TES28297 AND CE3307 AND AS MORE FURTHER DESCRIBED IN THE
DEED**

Contains fixed charge(s).

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: **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: 670176

Charge code: 0067 0176 0432

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2017 .

Given at Companies House, Cardiff on 19th January 2017

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 12 JANUARY

2017

- (1) BELLWAY HOMES LIMITED
- (2) THE COUNCIL OF THE BOROUGH OF REDCAR
AND CLEVELAND

LEGAL CHARGE
over land at
Swan's Corner, Nunthorpe

CONTENTS

1	DEFINITIONS AND INTERPRETATION.....	1
2	COVENANT TO PAY	5
3	CHARGES.....	5
4	RESTRICTIONS AND WORKS AGREEMENTS	6
5	DISCHARGE	6
6	REPRESENTATIONS AND WARRANTIES	7
7	ENFORCEMENT OF SECURITY	7
8	POWERS OF THE CHARGEES	7
9	APPOINTMENT OF RECEIVER.....	8
10	POWERS OF RECEIVER	8
11	APPLICATION OF MONEYS.....	10
12	CHARGOR'S COVENANTS.....	10
13	NEGATIVE PLEDGE.....	14
14	POWER OF ATTORNEY	14
15	RESERVATION OF SECURITY	14
16	FURTHER ASSURANCE	15
17	GRANT OF EASEMENTS.....	15
18	PROTECTION OF THIRD PARTIES	16
19	ASSIGNMENT AND TRANSFER.....	16
20	THIRD PARTY RIGHTS	16
21	NOTICES.....	16
22	EXPENSES	17
23	GENERAL	17
23	GOVERNING LAW.....	17
24	JURISDICTION	17
SCHEDULE 1	Details of the Property.....	16
SCHEDULE 2	Rights to be Granted.....	17
ANNEX 1	Plan.....	18

DATE: 12 JANUARY

2017

PARTIES:

- (1) **BELLWAY HOMES LIMITED** a company incorporated and registered in England and Wales (registered number 670176) whose registered address is at Seaton Burn House Dudley Lane Seaton Burn Newcastle Upon Tyne NE13 6BE (the **Chargor**); and
- (2) **THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND** of Redcar & Cleveland House, Kirkleatham Street, REDCAR, TS10 1RT (**Chargee**).

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Legal Charge the following definitions will apply:

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;

Chargee's Solicitors

such solicitor or solicitors that the Chargee may nominate from time to time;

Chargor's Solicitors

such solicitor or solicitors that the Chargor may nominate from time to time;

Charged Assets

the Charged Property and any other assets from time to time charged by or pursuant to this Legal Charge (and references to the Charged Assets shall include any part of them);

Charged Property

the part of the Property more particularly described in Schedule 1 less any parts which become the subject of a Release, together with the rights over the Uncharged Property set out in Schedule 2;

Chargor's Deferred Purchase Price

the payment required pursuant to clause:

- (a) 9.1.2 of Schedule 2 of the Contract (£4,024,293); and
- (b) 9.1.3 of Schedule 2 of the Contract (£4,024,293)

Contract

the agreement for the sale and purchase of the freehold interest in the property known Swan's Corner, Nunthorpe and dated 17th December 2015 and entered into between (1) the Chargee (2) the Chargor;

Dispose or Disposal

any transfer or assent or licence or deed of grant or a lease for a term in excess of 7 years;

Deferred Consideration Date

the date that the Chargor's Deferred Purchase Price is payable by the Chargor pursuant to the terms of the Contract;

Encumbrance

a mortgage, charge, pledge, lien agreement by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Event of Default

- (a) the Chargor fails to pay the Secured Liabilities by the Deferred Consideration Date;

- (b) the Chargor is in material breach of any of its obligations under this Legal Charge;
- (c) any corporate action, legal proceeding or other procedure or step is taken in respect of the Chargor in relation to:-
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement or a scheme of arrangement of any of them);
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any of them;
 - (iii) the appointment of a liquidator, receiver, conservator, administrative receiver, administrator, compulsory manager or other similar officer in respect of any of them or any of their assets; or
 - (iv) enforcement of any security over any assets of any of them;
- (d) the Chargor
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is deemed to or is declared to be unable to pay its debts under applicable law;
 - (iii) suspends making payments on its debts generally;
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - (v) moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;
- (e) the appointment of a Receiver;
- (f) the value of the assets of any of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
- (g) any expropriation, attachment, sequestration, distress of execution affects any asset or assets of the Chargor;

Environment

all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water, and surface and sub-surface soil

Environmental Law

all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affect the Property

Environmental Licence

any authorisation required by an Environmental Law in respect of any of the Property

Estate

The whole or part of the Property to be used for residential development

LPA

the Law of Property Act 1925;

Media

all pipes, gutters, drains, sewers, attenuation ponds, wires, cables and related apparatus to carry Utilities;

Permitted Disposal

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and / or the granting of any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or
- (b) the dedication/adoption and / or Disposal of any parts of the Property and / or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980; and / or
- (c) the Disposal of any part of the Property which is required to comply with the requirements of any Works Agreement; and/or
- (d) the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or
- (e) the Disposal of any building or Unit on the Charged Property in respect of which the Chargor has paid a Release Fee; and/or
- (f) the Disposal of any part of the Property intended for use as amenity land to a management company or local authority
- (g) the grant of any easement required for the Chargor's residential development of the Property; and/or
- (h) the creation of any security in relation to any part or the whole of the Charge Assets by way of a Subsequent Charge
- (i) the Disposal of any part of the Property to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider; and/or
- (j) the Disposal of a Unit on the Uncharged Property to a transferee or lessee (which expression shall include an investor) which may include rights to pass and repass on or over the Charged Property and to connect into any Media within the Charged Property ("**Unit Disposals**");

Plan

the plan or plans attached to this Legal Charge at Annex 1 and reference to a numbered plan shall be to the plan so numbered at Annex 1;

Planning Permission

means:

- (a) [Outline/Full] planning permission under reference [REFERENCE] dated [DATE];

R/2016/0142/FFM 25.11.16 *AM*

Or any amendments thereto and/or any other planning permission for residential development.

Projections

eaves, roofs, gutters, spouts, downpipes, chimneys, foundations and anything similar;

Henry
Kingsall



Indicative Phasing Plan

CUST: Bellway Homes (NE) Ltd		STATUS	
SCALE: 1:2000	SHEET NO: A2	DATE: 10:16	CHECKED BY: JR CVB
PROJECT NO: 571-BEL		DRAWING NO: 002	
		REVISION: G	

Property

the Property shown edged in red on the Plan;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee under this Legal Charge;

Related Rights

in relation to any asset (i) the proceeds of sale of any part of that asset, (ii) all rights under any licence agreement for sale or agreement for lease in respect of that asset, (iii) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset and (iv) any income, moneys and proceeds paid or payable in respect of that asset;

Release

a Land Registry form DS3 or form DS1 or such other form as shall be appropriate to release (when dated) the Charged Property or any interest in the Charged Property or any part or parts of the Charged Property from this Legal Charge; and or any Land Registry form RX4 to release the relevant part or parts of the Property from the restriction which is noted at clause 4.2 below;

Release Fee

a sum per Unit in respect of which a Release has been requested pursuant to clause 5.4 calculated in accordance with the following formula:-

$$X = A \times (B \div C)$$

Where:

A is the balance of the Chargor's Deferred Purchase Price which at the relevant time remains unpaid

B is the number of Units comprised in the part of the Charged Property in respect of which a Release is sought by the Chargor

C is the total number of Units which at the relevant time remain part of the Charged Property;

Secured Liabilities

the Chargor's obligation to pay all outstanding amounts of the Chargor's Deferred Purchase Price together with all reasonable and properly incurred costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights;

Subsequent Charge

Means any security interests created from time to time in relation to the Property which rank behind the security interests created by this Legal Charge

Subsequent Chargee

Means the beneficiary of any Subsequent Charge

Uncharged Property

The Property excluding the extent of the Charged Property at the relevant time

Unit

a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property;

Utilities

water, foul and surface water drainage, gas, electricity, telecommunications and other services and supplies;

Works Agreement

all or any of the following as the case may be;

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section(s) 38 and/or 278 and/or the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or
- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

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 paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
 - 1.2.3 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Legal Charge;
 - 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 means a party to this Legal Charge and a reference to the "Chargor" or the "Chargee" includes its 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;
 - 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; and
 - 1.2.7 the Property or the Charged Property includes any part or parts of them.
- 1.3 The schedules form part of this Legal Charge and have the same effect as if expressly set out in the body of this Legal Charge and shall be interpreted and construed as though they were 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 Where a party compromises more than one person, the obligations and liabilities of that party under this Legal Charge shall be joint and several obligations and liabilities of those persons.

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 in accordance with the terms of the Contract or if earlier upon the occurrence of an Event of Default of the type referred to in clauses (c)-(g) of the definition of that term.

3. **CHARGES**

3.1 **Fixed Charges**

As a continuing security for the payment of the Secured Liabilities and the sums payable pursuant to clause 2, the Chargor hereby, with full title guarantee, charges, and agrees to charge:

- 3.1.1 by way of **first legal mortgage**, the Charged Property together with all buildings and fixtures on the Charged Property at any time which belong to the Chargor, and all Related Rights;
- 3.1.2 by way of **first fixed charge**, all rights, interest and claims in any policy of insurance relating to the Charged Assets in which the Chargor may from time to time have an interest;
- 3.1.3 by way of **first fixed charge**, the benefit of all licences, consents and authorisations held in connection with the use of any Charged Assets, and the right to any compensation in respect of any of them.

4. **RESTRICTIONS AND WORKS AGREEMENTS**

- 4.1 The Chargor agrees with the Chargee that it will not, Dispose or agree to Dispose of the Property except to the extent that such Disposal is a Permitted Disposal.

- 4.2 The Chargor will apply to the Land Registry in form RX1 (in conjunction with the Chargor's application to register the TR1 and Legal Charge) to register the following restriction against the title to the Charged Property :-

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a certificate signed by the proprietor for the time being of the charge dated [14.01.2017] in favour of The Council of the Borough of Redcar and Cleveland referred to in the charges register or without a certificate signed by a conveyancer that the provisions of clause 4.1 of a charge dated [12.01.2017] in favour of The Council of the Borough of Redcar and Cleveland have been complied with or do not apply to the disposition."

- 4.3 The Chargee shall, at the request of the Chargor, within 14 Business Days of request consent to and join in any Works Agreement PROVIDED that the terms of any Works Agreement have been approved in advance by the Chargor (such approval not to be unreasonably withheld or delayed) and shall release from this Legal Charge such parts of the Charged Property as are required to procure the adoption dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure (including for the avoidance of doubt amenity land) on the Property or for the grant of planning permission for the development of the Property and the Chargor and its successors in title shall indemnify and keep the Chargee indemnified against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities whatsoever arising from complying with a request of the Chargee pursuant to this clause 4.3;

5. **DISCHARGE AND POWER OF ATTORNEY**

- 5.1 Immediately upon the payment of the Chargor's Deferred Purchase Price pursuant to clause 9.1.2 of Schedule 2 of the Contract the Chargee will give to the Chargor a Release to

- release part of the Charged Property hatched in blue in the Plan and release it from the restriction created pursuant to Clause 4.2 (together with any relevant Land Registry form(s)).
- 5.2 Immediately upon the payment of the Chargor's Deferred Purchase Price pursuant to clause 9.1.3 of Schedule 2 of the Contract the Chargee will give to the Chargor a Release to release the remaining Charged Property and release it from the restriction created pursuant to Clause 4.2 (together with any relevant Land Registry form(s)).
- 5.3 Upon completion of the Release referred to at Clause 5.1, the part of the Property shown hatched red on the Plan shall have the benefit of the rights listed in Schedule 1 in common with the Chargor and all others who have such or similar rights as if such Schedule 1 referred to such rights subsisting over the Estate and over the part of the Property shown hatched blue on the Plan.
- 5.4 In respect of the Disposal of any Unit on the Charged Property the Chargor may at any time or times in advance of payment of the Chargor's Deferred Purchase Price by not less than 10 Business Days notice to the Chargee request the issue of Releases executed by the Chargee, at the cost of the Chargor (such costs to be reasonable and proper), for such parts of the Charged Property as the Chargor may require, such request to be accompanied by the Release Fee by way of cleared funds. Each payment of a Release Fee shall be treated as part payment of the Chargor's Deferred Purchase Price and reduce the amount due to the Chargee on the date for payment of the Chargor's Deferred Purchase Price in accordance with the Contract.
- 5.5 The Chargee agrees, at the cost of the Chargor (such costs to be reasonable and proper), to execute Releases for Permitted Disposals and agrees to deliver the same within 14 Business Days of receipt of request from the Chargor provided that promptly upon request all details as are necessary to allow the Chargee to establish that the request does relate to a Permitted Disposal (including copies of the relevant documents) are provided by the Chargor the Chargee.
- 5.6 If the Chargee fails to execute any Works Agreements, deed of easement or adoption agreement in accordance with its obligation in clause 4.3 and/or fails to execute any Releases for Permitted Disposals in accordance with its obligations in clauses 5.1, 5.2, 5.4 (where any Release Fee and the Deferred Purchase Price due has been paid) and 5.5 (and the Chargor has complied with its obligations under the Contract and the Legal Charge), the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreements, deeds of easements, adoption agreements and Releases.
- 5.7 In relation to Permitted Disposals which are Unit Disposals the Chargor is authorised by the Chargee:
- 5.7.1 to execute and issue to any disponent following such Unit Disposal on the Uncharged Property any Release required to cancel the restriction referred to in clause 4.2 insofar as it relates to the part of the Property which is the subject of such Unit Disposal to ensure that the restriction referred to in clause 4.2 does not subsist on the registered title of the part of the Property following registration of such Unit disposal; and
- 5.7.2 to issue any consents required by the Land Registry to the registration of any rights over the Charged Property granted by the Unit Disposal;
- 5.8 The provisions of clause 5.6 and 5.7 constitute a consent (as defined in paragraph 98 of the Land Registration Rules 2003 and the Chargor shall be entitled to submit a copy of this Charge to the Land Registry (with pertinent commercial terms redacted) as evidence of the Chargee's consent should this be required.

6. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

6.1 Incorporation

It is a limited company or a limited liability partnership 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 Charged Assets and to enter into, perform and deliver this Legal Charge and the transactions contemplated by it.

6.2 Authority

It is empowered to enter into and perform its obligations contained in this Legal Charge and has taken all necessary action and obtained all necessary consents 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.

6.3 Obligations binding

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

6.4 No Conflict

The entry into this Legal Charge and the performance of its obligations under this Legal Charge will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets.

6.5 Not liable to be set aside

This Legal Charge creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation, bankruptcy or administration of the Chargor or otherwise;

7. ENFORCEMENT OF SECURITY

The security constituted by this Legal Charge shall become immediately enforceable on the occurrence of an Event of Default (whether or not such Event of Default is still continuing and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this Legal Charge, shall be exercisable. After the security constituted by this Legal Charge has become enforceable, 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.

7.1 At any time after the security created under this Legal Charge becomes enforceable, the Chargee may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise:

7.1.1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Legal Charge); and

7.1.2 all or any of the powers conferred by this Legal Charge on it as a Receiver

7.2 Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

7.3 The Chargee undertakes that it will not seek to enforce the security constituted by this Charge without first having served on any Subsequent Chargee a notice specifying its intention to enforce and the occurrence of an Event of Default which is continuing, and during the period of 14 Business Days immediately following service of any such notice the Chargee will not enforce its security constituted by this Charge. The Chargee, on issuing any such notice on any Subsequent Chargee, shall be bound on the same day to issue a copy of such notice to the Chargor.

8. POWERS OF THE CHARGE

8.1 The power of sale conferred on the Chargee and on any Receiver by this Legal Charge shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Legal Charge.

- 8.2 Sections 93 and 103 of the LPA 1925 shall not apply to this Legal Charge.
- 8.3 At any time after the security created under this Legal Charge becomes enforceable, the Chargee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.
- 8.4 Any liberty or power which may be exercised or any determination which may be made hereunder by the Chargee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.
- 8.5 Each of the Chargee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Legal Charge (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Chargee or the Receiver itself or any subsequent delegation or revocation thereof.

9. **APPOINTMENT OF RECEIVER**

- 9.1 At any time after the occurrence of an Event of Default, (whether or not such Event of Default is still continuing), the Chargee may (by deed or otherwise and acting through its authorised officer):

- 9.1.1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Assets and/or of the income from any Charged Assets;
- 9.1.2 remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- 9.1.3 appoint another person(s) as an additional or replacement Receiver(s).

9.2

- 9.2.1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Legal Charge.
- 9.2.2 The Chargee may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Assets if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.3

Each Receiver shall be:

- 9.3.1 an agent of the Chargor. The Chargor shall be solely responsible for his acts, omissions, defaults, losses and liabilities and for the payment of his remuneration; and
- 9.3.2 entitled to remuneration for his services pursuant to S109(6) of the LPA 1925

10. **POWERS OF RECEIVER**

- 10.1 Every Receiver shall have all the powers:

- 10.1.1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;
- 10.1.2 set out in Schedule 1 to the Insolvency Act 1986; and
- 10.1.3 conferred from time to time on receivers by statute.

10.2 **Additional Powers**

In addition to the powers referred to in clause 10.1 a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Chargee) in the name of the Chargee:

- 10.2.1 to take possession of, collect and get in all or any part of the Charged Assets;
- 10.2.2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit;
- 10.2.3
- 10.2.4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies over all of any part of the Charged Assets ;
- 10.2.5 to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part, without the consent of the Chargor;
- 10.2.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets;
- 10.2.7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;
- 10.2.8 to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- 10.2.9 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Chargee or the Receiver may think fit;
- 10.2.10 to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor;
- 10.2.11 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Assets;

11. APPLICATION OF MONEYS

11.1 All moneys received or recovered by the Chargee or any Receiver pursuant to this Legal Charge shall be applied in the following order:

- 11.1.1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Chargee or any Receiver and the payment of the remuneration of any Receiver;
- 11.1.2 second, in or towards satisfaction of the Secured Liabilities; and
- 11.1.3 third, any surplus shall be paid to the Chargor or any other person entitled thereto.

This clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

11.2 If the Chargee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Legal Charge and the security created under this Legal Charge shall continue and such amount shall not be considered to have been irrevocably paid.

12. CHARGOR'S COVENANTS

The Chargor covenants with the Chargee that during the continuance of the security created by this Legal Charge:

12.1 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially

diminish the value of any part of the Charged Property or the effectiveness of the security created by this Legal Charge. For the avoidance of any doubt the development of the Property in accordance with the Planning Permission shall not breach the provisions of this clause.

12.2 Enforcement of Rights

The Chargor shall use its reasonable endeavours to:

- 12.2.1 procure (to the extent required by good estate management) the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor relating to the Property of the covenants and other obligations imposed on such counterparty; and
- 12.2.2 enforce any rights and institute, continue or defend any proceedings relating to the Property which the Chargee may require acting reasonably from time to time.

12.3 Repair and Maintenance

Subject to the right of the Chargor to carry out the development of the Property in accordance with the Planning Permission the Chargor shall keep any buildings and fixtures and fittings on the Charged Property in good and substantial repair and condition

12.4 Development Restrictions

The Chargor shall not, without the prior written consent of the Chargee develop the Property other than in accordance with the Planning Permission and any approval of reserved matters thereunder

12.5 Insurance

- 12.5.1 The Chargor shall insure and keep insured the Charged Property and all buildings and works thereon (whether completed or in course of construction) against:

- (a) loss or damage by fire or terrorist acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor and in respect of any buildings or works in course of construction against the risks normally insured under a contractor's all risks policy and in respect of completed buildings and works under a comprehensive insurance policy for buildings and works of a similar nature to those on the Charged Property

Any such insurance must be with a reputable insurance company or reputable underwriters for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Charged Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement).

- 12.5.2 The Chargor shall, if requested by the Chargee, produce to the Chargee reasonable written evidence that the insurance required by this paragraph is in force.

12.6 Insurance Premiums

The Chargor shall promptly pay all premiums in respect of each insurance policy and do all other things necessary to keep such policy in full force and effect.

12.7 No Invalidation 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.

12.8 Insurance Policies' Proceeds

All monies payable under any of the insurance policies at any time (whether or not the security constituted by this Legal Charge has become enforceable) shall:

- 12.8.1 where they are not paid directly to the Chargee by the insurers, be held by the Chargor as trustee of the same for the benefit of the Chargee (and the Chargor shall account for them to the Chargee); and
- 12.8.2 at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or, after the security constituted by this Legal Charge has become enforceable and if the Chargee so directs, in or towards discharge or reduction of the Secured Liabilities.

12.9 Proprietary Rights

The Chargor shall procure that no person shall, except to the extent necessary to allow the Chargor to enter into any contract or agreement with a third party providing for a Permitted Disposal or otherwise with the prior written consent of the Chargee, become entitled to assert any proprietary or other like right or interest over the whole or any part of the Charged Property.

12.10 Compliance with and Enforcement of Covenants

The Chargor shall:

- 12.10.1 observe and perform all covenants, stipulations and conditions to which the Charged Property, or the use of it, is or may be subject (covenants stipulations and conditions which are no longer enforceable or capable of taking effect excepted) and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed; and
- 12.10.2 diligently enforce all covenants, stipulations and conditions benefiting the Charged Property and shall not (and shall not agree to) waive, release or vary any of the same.

12.11 Notices or Claims relating to the Property

12.11.1 The Chargor shall:

- (a) give full particulars to the Chargee of any material 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 Charged Property, or to the locality in which it is situated, as soon as is reasonably practicable after becoming aware of the relevant Notice; and
- (b) if the Chargee (acting reasonably) so requires, as soon as reasonably practicable, 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 desire.

12.11.2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

12.12 Payment of Outgoings

The Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Charged Property or on its occupier.

12.13 Environment

The Chargor shall in relation to the Property:

- 12.13.1 properly discharge all duties of care and responsibility placed upon it by Environmental Law and comply with the terms of any Environmental Licences;
 - 12.13.2 observe and perform all material requirements of Environmental Law; and
 - 12.13.3 apply for and obtain all Environmental Licences.
- 12.14 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 and at reasonable times subject to all health and safety instructions issued by the Chargor.
- 12.15 Access Roads and Media**
- In designing and constructing the access roads, footpaths, cycleways or other highway works and the Media upon the Property, the Chargor shall ensure that the same are designed and constructed so as to provide sufficient capacity to service the development of the Charged Property (including but not limited to the development authorised by the Planning Permission).
- 12.16 Power to Remedy**
- 12.16.1 The Chargee shall be entitled (but shall not be obliged) to 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 necessary or reasonable in the circumstances for that purpose. 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 on a full indemnity basis.
 - 12.16.2 In remedying any breach in accordance with this clause 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 or desirable including, without limitation, carrying out any repairs, other works or development.
- 13. NEGATIVE PLEDGE**
- The Chargor covenants with the Chargee that, during the continuance of the security created by this Legal Charge, it shall not without the prior written consent of the Chargee:
- 13.1 create or permit to subsist any Encumbrance upon any of the Charged Assets save for any Encumbrance which constitutes as Permitted Disposal; or
 - 13.2 dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets except by way of a Permitted Disposal.
- 14. POWER OF ATTORNEY**
- 14.1 The Chargor irrevocably appoints the Chargee, each person to whom the Chargee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:
 - 14.1.1 carrying out any obligation imposed on the Chargor by this Legal Charge which the Chargor has failed to do (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets); and
 - 14.1.2 enabling the Chargee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Legal Charge or by law.
 - 14.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers pursuant to clause 13.1.

15. **RESERVATION OF SECURITY**

15.1 The security created under this Legal Charge will be a continuing security for the ultimate balance of the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities.

15.2 The obligations of the Chargor under this Legal Charge will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Legal Charge (whether or not known to it or the Chargee). This includes:

15.2.1 any time or waiver granted to, or composition with, any person;

15.2.2 any release or any person under the terms of any composition or arrangement;

15.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person;

15.2.4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security;

15.2.5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

15.2.6 any amendment of any document or security;

15.2.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any document or security or the failure by any person to enter into or be bound by any document or security; or

15.2.8 any insolvency or similar proceedings.

15.3 The Chargor waives any rights it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up, bankruptcy or liquidation proceedings relative to any other person before claiming from the Chargor under this Legal Charge.

15.4 **Appropriations**

Until all amounts which may be or become payable by the Chargor to the Chargee have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Legal Charge:

15.4.1 refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) against those accounts; or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and

15.4.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Legal Charge.

16. **FURTHER ASSURANCE**

16.1 The Chargor shall, at its own expense, promptly take whatever action the Chargee may require for (acting reasonably and properly in relation to clause 16.1.1 and acting only where there is an Event of Default in relation to clauses 16.1.2 and 16.1.3):

16.1.1 creating, perfecting or protecting the security intended to be created by this Legal Charge;

16.1.2 facilitating the realisation of any of the Charged Assets; or

16.1.3 the exercise of any right, power of discretion exercisable by the Chargee or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Assets

Including the execution of any security or other document (in such form as the Chargee may reasonably require) the giving of any notice and the making of any registration which the Chargee may think expedient

17. GRANT OF EASEMENTS

17.1.1 On any sale of the Charged Property or any part of it by the Chargee or a Receiver pursuant to the powers conferred by this Legal Charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee requires to grant to the purchaser or other disponee the rights for the benefit of the Charged Property over the Uncharged Property set out in Schedule 2 and such other rights as may reasonably be required for the beneficial use, development and enjoyment of the Charged Property (including but not limited to use for residential development) and the Chargor will (at the cost of the Chargor (such costs to be reasonable and proper)) on demand enter into such Works Agreements, adoption agreements and/or deeds of easement as the Chargee or the relevant utilities supplier may require in respect of the Utilities and access roads and footpaths..

17.1.2 Following the occurrence of an Event of Default the Chargor shall allow the Chargee or a Receiver to exercise the rights over the Uncharged Property set out in Schedule 2 and such other rights as may reasonably be required for the beneficial use, development and enjoyment of the Charged Property/including but not limited to use for residential development.

17.2 If the Chargor fails to execute any Works Agreements, deed of easement or adoption agreement in accordance with its obligation in clause 17.1, the Chargor hereby irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.

17.3 On or prior to a Disposal of the Uncharged Property or any part or parts thereof that is not a Permitted Disposal the Chargor will (at its own cost) procure that the disponee enters in to a deed of covenant with the Chargee in a form and substance satisfactory to the Chargee (acting reasonably and properly) to grant the rights referred to in clause 16.1 above over the Uncharged Property or part or parts thereof in the event that the Chargee or a Receiver requires the grant of the same.

18. 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 Charged Assets or any part of the Charged Assets 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.

19. GRANT OF EASEMENTS

19.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this Charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee requires to grant to the purchaser or other disponee the rights that the Property benefits from as set out in Schedule 1 and the Chargor will (at its own cost) on demand enter into such adoption agreements and/or deeds of easement as the Chargee or the relevant utilities supplier may require in respect of the Utilities.

19.2 If the Chargor fails to execute any deed of easement or adoption agreement in accordance with its obligations in Clause 19.1, the Chargor hereby irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.

20. ASSIGNMENT AND TRANSFER

20.1 Save for any interest created from time to time by the Chargor pursuant to a Permitted Disposal the Chargor may not 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 Chargee.

- 20.2 The Chargee may freely assign or transfer its rights and/or its obligations pursuant to this Legal Charge

21. THIRD PARTY RIGHTS

- 21.1 Subject to clause 21.2, 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 21.1 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.

- 21.2 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.

22. NOTICES

- 22.1 Any notice given pursuant to this Legal Charge ("**notice**") shall be made in writing and shall be treated as having been served if served in accordance with clause 14.2. Each notice may be delivered to the relevant party:

22.1.1 at its registered office; or

22.1.2 to the address set out after its name at the beginning of this Legal Charge (unless that party has by 10 Business Days' written notice to the other party or parties specified another address);

- 22.2 Service may be made on a party:

22.2.1 personally on any director or the company secretary;

22.2.2 by leaving it at an address for service referred to in clause 22.1; or

22.2.3 by sending it by prepaid first-class letter (or by airmail if to or from an address outside the United Kingdom) through the post to an address for service referred to in clause 20.1.

- 22.3 Any notice shall be served or treated as served at the following times:

22.3.1 in the case of service personally or in accordance with clause 22.2.2, at the time of service; or

22.3.2 in the case of service by post, at 9.00 a.m. on the second Business Day after it was posted or in the case of service to or from an address outside the United Kingdom, at 9.00 a.m. (local time at the place of destination) on the fourth Business Day after it was posted.

- 22.4 In proving service of a notice by post, it shall be sufficient to prove that such notice was correctly addressed, full postage paid and posted.

- 22.5 E-mail and fax are not valid forms of service under this Legal Charge.

23. EXPENSES

- 23.1 The Chargor shall, from time to time on demand of the Chargee, pay or reimburse the Chargee on a full indemnity basis for all reasonable property costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with:

23.1.1 anything done by the Chargee or at the request of the Chargee pursuant to this Legal Charge (such costs to be reasonable); and

23.1.2 the enforcement of this Legal Charge

Provided that the Chargor shall at no time be liable to pay or be responsible for any costs associated with the production of forms DS1 and/or RX4 (or any other relevant document(s)) by the Chargee pursuant to clause 5.1 of this Legal Charge.

- 23.2 The Chargor shall indemnify the Chargee, its agents, attorneys and any Receiver against any action, proceeding, claim loss liability and costs which it may sustain in the exercise (or purposed exercise) of any rights, powers, or discretions vested in them by this Legal Charge (or by law).

24. **GENERAL**

- 24.1 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. The Chargor and Chargee shall not 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.

- 24.2 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.

- 24.3 If any provision of this Legal Charge is found to be illegal, invalid or unenforceable in accordance with clause 24.2 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.

- 24.4 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.

- 24.5 The Chargee's rights and remedies contained in this Legal Charge are cumulative and not exclusive of any rights or remedies provided by law.

- 24.6 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.

25. **GOVERNING LAW**

This Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

26. **JURISDICTION**

- 26.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including a dispute relating to the existence, validity or termination of this Legal Charge or any non-contractual obligation arising out of or in connection with this Legal Charge) (a "**Dispute**").

- 26.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

Details of the Charged Property

The property known as Swan's Corner, Nunthorpe registered at the Land Registry at the date hereof with freehold title absolute and forming part of title number TES28297 and CE3307 and being the parts of the Property shown hatched blue, hatched red and coloured brown (the proposed highway) on the Plan save that if the area of the proposed highway is changed after the date of this Legal Charge then the Chargor agrees with the Chargee that any new proposed highway will also be part of the Charged Property and will co-operate with the Chargee to ensure the proposed new highway is subject to the Legal Charge and registered at H M Land Registry with the benefit of the following rights over the Property in common with the Chargor and all others who have such or similar rights:

1. a pedestrian and vehicular right of way over the Uncharged Property at all times and for all purposes to gain access to and from the Charged Property, provided that the Chargor (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised
2. to enter the Uncharged Property to make connections to the Service Media in the Uncharged Property and to install additional Service Media in the Uncharged Property
3. to the supply of Utilities to and from the Charged Property by means of the Service Media in the Uncharged Property
4. to enter the Estate to build on, inspect, repair, maintain, renew and replace the Charged Property and the Service Media
5. of support and protection afforded by the Uncharged Property for any building erected on the Charged Property
6. such other rights as may be reasonably required for the beneficial use and enjoyment of the Charged Property (including but not limited to use for residential development)
7. All rights of entry are subject to the following conditions:
 - 7.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 7.2 entry shall not be exercised over the curtilage of any dwellings;
 - 7.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 7.4 entry can be exercised with and without workmen and appliances if necessary;
 - 7.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done;
 - 7.6 the route of any additional Service Media to be laid shall first be agreed by the Chargor or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

SCHEDULE 2

Rights to be Granted

The following rights over the Uncharged Property in common with the Chargor and all others who have such or similar rights:-

1. a pedestrian and vehicular right of way over the Uncharged Property at all times and for all purposes to gain access to and from the Charged Property provided that the Chargor (acting reasonably) may from time to time vary the route over which the right is to be exercised, provided it is no less convenient than the existing part of the route hatched green.
2. to enter the Uncharged Property to make connections to the Media in the Uncharged Property and to install additional Media in the Uncharged Property and to construct access road and footpaths on the Uncharged Property.
3. to the supply of Utilities to and from the Charged Property by means of the Media in the Property.
4. to enter the Uncharged Property to build on, inspect, repair, maintain, renew and replace the Charged Property and the Media and access roads and footpaths on the Uncharged Property.
5. to keep and use Projections incidental to any building erected on the Charged Property which overhang or protrude beneath the Uncharged Property.
6. of support and protection afforded by the Uncharged Property for any building erected on the Charged Property.
7. All rights of entry are subject to the following conditions:
 - 7.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry.
 - 7.2 entry shall not be exercised over the curtilage of any Units.
 - 7.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required).
 - 7.4 entry can be exercised with and without workmen and appliances if necessary.
 - 7.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done.
 - 7.6 the route of any additional Media roads to be laid shall first be agreed by the Chargor or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

ANNEX 1

Plan

EXECUTED and DELIVERED as a DEED
by **BELLWAY HOMES LIMITED** acting by
Two Directors or by One Director and the
Company Secretary:

[Redacted]

[Redacted]

EXECUTED and DELIVERED as a DEED
by **THE COUNCIL OF THE BOROUGH OF**
REDCAR & CLEVELAND in the presence of :

Authorised Officer

[Redacted]

Authorised Officer

[Redacted]

26/8055

