



Registration of a Charge

Company name: **KEEPMOAT HOMES LIMITED**

Company number: **02207338**



X8Z8PRBE

Received for Electronic Filing: **20/02/2020**

Details of Charge

Date of creation: **20/02/2020**

Charge code: **0220 7338 0177**

Persons entitled: **NICHOLAS KIRK AND JO ANNE KIRK**

Brief description: **THE PART OF LAND OFF BROAD LANE, HODTHORPE, NEAR WORKSOP, S80 4XQ COMPRISED IN THE TITLE REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER DY74061, AS EDGED RED ON THE ANNEXED PLAN TO THIS CHARGE**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KEEBLES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2207338

Charge code: 0220 7338 0177

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2020 and created by KEEPMOAT HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2020 .

Given at Companies House, Cardiff on 21st February 2020

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 20 January 2020

Nicholas Kirk and Jo Anne Kirk

and

Keepmoat Homes Limited

Legal Charge in respect of freehold land at Birks
Farm, Hodthorpe, near Worksop, S80 4XQ

Contents

Clause	Page
1. Interpretation	1
2. Covenant to Pay	4
3. Charge	4
4. Perfection of Security	4
5. Liability not Discharged	5
6. Immediate Recourse	5
7. Representations and Warranties	6
8. Undertakings	8
9. Further Assurance	8
10. Chargee's Obligations	8
11. Enforcement	8
12. Appointment and Powers of Receiver	8
13. Application of Proceeds: Purchasers' Mortgage in Possession	10
14. Costs and Indemnities	11
15. Power of Attorney	12
16. Miscellaneous	12
17. Notices	13
18. Governing Law and Jurisdiction	13
Schedule 1	14
Schedule 2	15
Schedule 3	16

THIS LEGAL CHARGE dated

20 Feb 2020

2020

BETWEEN:

- (1) **KEEPMOAT HOMES LIMITED** incorporated and registered in England and Wales with company number: 2207338 whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL (the **Chargor**); and
- (2) **NICHOLAS KIRK and JO ANNE KIRK** of 3 Birks Farm, Broad Lane, Hodthorpe, near Worksop, S80 4XQ (the **Chargee**).

WITNESSES as follows:

1. **Interpretation**

- 1.1. In this deed, unless the context otherwise requires:

Agreement

means the agreement dated 8th August 2019 made between (1) the Chargee (2) the Chargor for the sale and purchase of the Charged Property;

Batch Release

duly completed and signed forms DS3 annexing a signed plan in respect of the release of 11 Dwellings from this legal charge;

Charged Property

means the part of the Property shown edged red on the annexed plan;

Disposal

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

Dwelling

means a residential dwelling house or apartment constructed on the Charged Property together with the curtilage of any such building, garage and garden area included;

Event of Default

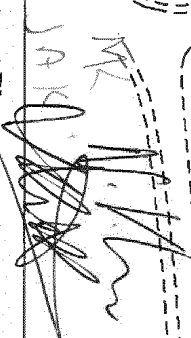
means:

1. the failure by the Chargor to discharge the Secured Obligations on the due date in accordance with the Agreement; and/or
2. a Terminating Event as defined in the Agreement;



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Client: Keepmoat Homes Limited		Title: Contract Plan	
File: KEE070.7	Rev:	Land off Broad Lane Hodthorpe Workshop	
			
wardhadaway Sandgate House, 102 Queenside Newcastle upon Tyne Tel: 0191 2644400 Fax: 0191 2644110		Scale: 1:1250 @ A3	Date 04/07/19
		Drawn By: KS	

Insurance Policy

means each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Charged Property;

Permitted Disposals

means any of the Disposals and/or dealings set out in Schedule 3;

Property

means the property specified in schedule 1 and any part(s) of it and including all rights attached or appurtenant to it);

Receiver

means any one or more receivers and/or managers appointed by the Chargee pursuant to this deed over all or any part of the Charged Property;

Relevant Period

quarterly periods commencing on the date of this deed;

Rights

means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;

Secured Obligations

means the Deferred Payment (as defined in the Agreement) as owed to the Chargee under the Agreement together with any interest due on late payment of the Deferred Payment in accordance with the Agreement and costs and expenses and liabilities as payable by the Chargor in accordance with clause 14 of this deed.

Security

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

Security Period

means the period beginning on the date of this deed and ending on the date when the Secured Obligations are discharged in full; and

Working Day

has the meaning in the Agreement.

1.2. **Successors and assigns**

The expressions "Chargee", and "Chargor" include, where the context admits, their respective successors, and, in the case of the Chargee, its transferees and assignees, whether immediate or derivative.

1.3. **Headings**

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this deed.

1.4. **Construction of certain terms**

In this deed, unless the context otherwise requires:

1.4.1. references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this deed and references to this deed include its schedules;

1.4.2. reference to (or to any specified provision of) this deed or any other document shall be construed as references to this deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Chargee;

1.4.3. words importing the plural shall include the singular and vice versa;

1.4.4. references to a person shall be construed as including references to an individual, firm, corporation, unincorporated body of persons or any State or any agency thereof;

1.4.5. references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;

1.4.6. where the expression "Chargor" or "Chargee" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this deed; and

1.4.7. where any term used in this deed is not defined herein then that term shall have the meaning ascribed to it in the Agreement.

1.5. **Law of Property (Miscellaneous Provisions) Act 1989**

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

2. **Covenant to Pay**

The Chargor shall pay the Chargee and discharge the Secured Obligations in accordance with the terms of the Agreement and this deed.

3. **Charge**

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

4. **Perfection of Security**

4.1 The Chargor agrees with the Chargee that it will not dispose of the Charged Property save by of a Permitted Disposal and/or by way of the Disposal of a Dwelling pursuant to a Batch Release in accordance with the procedure detailed at clause 4.3 of this deed.

4.2 The Chargor shall apply to the Land Registrar for the following restriction to be registered against its title to the Charged Property:

"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 a conveyancer that the provisions of clause 4.1 of a legal charge dated 12 February 2020 in favour of Nicholas Kirk and Jo Anne Kirk as referred to in the charges register have been complied with or do not apply to the disposition."

4.3 The Chargor shall at any time after the date of this deed be entitled on written notice to the Chargee accompanied by a plan identifying the relevant Dwellings to require the Chargee to provide a Batch Release subject to the following terms:

4.3.1 the Chargee is only required to provide one Batch Release for each Relevant Period with the first Batch Release to be provided on completion of this deed.

4.3.2 the Chargee shall provide each Batch Release within 5 Working Days from the date of the Chargor's notice requiring the Batch Release.

4.3.3 the Chargee agrees not to deliver any individual release comprising part of a Batch Release to the purchaser of a Dwelling until completion of the sale of the relevant Dwelling has occurred.

4.3.4 the Chargor may following receipt of a Batch Release but prior to completion of the sale of the relevant Dwelling return one or more individual releases to the Chargee and request that these be substituted by the Chargee for an equivalent number of releases relating to alternative numbered Dwellings identified on accompanying plans and the Chargee is obliged to provide new duly completed and signed forms DS3 and accompanying plan(s) containing details of the alternative numbered Dwelling(s).

4.3.5 the Chargor and Chargee agree to act reasonably and in good faith in the implementation of the procedure contained in this clause 4.3

acknowledging the benefit to both parties of the Chargor selling Dwellings and the impact any delay in the provision of Batch Releases will have on the Chargor's ability to do this.

5. **Liability not Discharged**

The Chargor's liability under this deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:

- 5.1. any immediate payment, settlement of account or discharge in part of the Secured Obligations;
 - 5.2. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargee may now or after the date of this deed have from or against the Chargor, the Obligor or any other person in connection with the Secured Obligations;
 - 5.3. any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Chargor, the Obligor or any other person;
 - 5.4. any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Obligations;
 - 5.5. any grant of time, indulgence, waiver or concession to the Chargor, the Obligor or any other person;
 - 5.6. any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Chargor, the Obligor or any other person;
 - 5.7. any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Chargor, the Obligor or any other person in connection with the Secured Obligations;
 - 5.8. any claim or enforcement of payment from the Chargor, the Obligor or any other person; or
 - 5.9. any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.
6. **Immediate Recourse**
- The Chargor waives any right it may have to require the Chargee:
- 6.1. to take any action or obtain judgment in any court against it, the Obligor or any other person;

6.2. to make or file any claim in a bankruptcy, liquidation, administration or insolvency of it, the Chargor or any other person; or

6.3. to make demand, enforce or seek to enforce any claim, right or remedy against it, the Chargor or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

7. **Representations and Warranties**

7.1. **Times For Making Representations And Warranties**

The Chargor makes the representations and warranties set out in this clause 7 to the Chargee on the date of this deed and on each day during the Security Period.

7.2. **Due incorporation**

The Chargor:

7.2.1. is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and

7.2.2. has the power to own its assets and carry on its business as it is being conducted.

7.3. **Powers**

The Chargor has the power and authority to execute, deliver and perform its obligations under this deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the entry into of this deed.

7.4. **Non-contravention**

The execution, delivery and performance of the obligations in, and transactions contemplated by, this deed do not and will not contravene or conflict with:

7.4.1. the Chargor's constitutional documents;

7.4.2. any agreement or instrument binding on the Chargor or its assets; or

7.4.3. any law or regulation or judicial or official order applicable to it.

7.5. **Authorisations**

The Chargor has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this deed. Any such authorisations are in full force and effect.

7.6. **Binding obligations**

Subject to any general principles of law limiting its obligations:

7.6.1. the Chargor's obligations under this deed are legal, valid, binding and enforceable; and

7.6.2. this deed creates:

7.6.3. valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and

7.6.4. subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets referred to in this deed,

in favour of the Chargee, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

7.7. Registration

Subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry and payment of registration fees to Companies House and the Land Registry, it is not necessary to file, record or enroll this deed with any court or other authority or pay any stamp, registration or similar tax in relation to this deed.

7.8. Ownership of Charged Property

The Chargor is the legal and beneficial owner of the Charged Property and has good and marketable title to the Charged Property.

7.9. No Security

The Charged Property is free from any Security other than the Security created by this deed.

7.10. No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

7.11. No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

7.12. No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

7.13. No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

7.14. **No overriding interests**

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Charged Property.

8. **Undertakings**

The Chargor undertakes with the Chargee that during the Security Period the Chargor will comply with the undertakings set out in Schedule 2.

9. **Further Assurance**

The Chargor shall if and when at any time required by the Chargee do all such acts and things as the Chargee shall from time to time reasonably require to perfect or protect the security intended to be created by this deed over the Charged Property or any part thereof or to facilitate the realisation of the same.

10. **Chargee's Obligations**

On the expiry of the Security Period or the earlier discharge of the Secured Liabilities fully in accordance with the terms hereof (but not otherwise), the Chargor shall within 5 Business Days issue a DS1 to the Chargee releasing and discharging the Charged Property from the security constituted by this legal mortgage and take whatever other action is necessary at the request of the Chargee to release and discharge the Charged Property from the security constituted by this legal mortgage

11. **Enforcement**

11.1. Immediately following the occurrence of an Event of Default, the Chargee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed and all the powers and discretions conferred by this deed on a Receiver either expressly or by reference.

11.2. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed, but the Chargee shall not exercise such power of sale or other powers prior to an Event of Default.

12. **Appointment and Powers of Receiver**

12.1. **Appointment**

At any time after an Event of Default has occurred, the Chargee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Property or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment. The Chargee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

12.2. Receiver as agent

Any Receiver shall be the agent of the Chargor and in the absence of manifest error or negligence on the part of the Receiver the Chargor shall be solely responsible for his acts or defaults and for his reasonable and proper remuneration.

12.3. Powers of Receiver

Any Receiver shall have all the rights, powers, privileges and indemnities conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the reasonable and proper expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

12.3.1. Take possession: take possession of, collect and get in all or any of the Property;

12.3.2. Manage Property: manage, develop, alter, improve or reconstruct the Charged Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Charged Property;

12.3.3. Dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Property in the name and on behalf of the Chargor or otherwise;

12.3.4. Repair and maintain assets: make and effect such repairs, renewals and improvements to the Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances;

12.3.5. Appoint employees: appoint managers, agents, officers and employees for any of the purposes referred to in this clause 12.3 or to guard or protect the Charged Property at such salaries and commissions and for such periods and on such terms as he may determine and may dismiss the same;

12.3.6. Exercise statutory leasehold powers: without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any

Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Charged Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;

12.3.7. **Legal proceedings:** institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Property or any part thereof or submit to arbitration as he may think fit.

12.4. Remuneration

The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

13. Application of Proceeds: Purchasers: Mortgagee in Possession

13.1. Application of proceeds

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in his absolute discretion may from time to time conclusively determine.

13.2. Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

13.3. No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

13.4. Conclusive discharge to purchasers

The receipt of the Chargee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Chargee and any Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13.5. Chargor's waiver of set-off

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

14. Costs and Indemnities

14.1. Costs

The Chargor shall, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee or any Receiver in connection with:

14.1.1. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's or a Receiver's rights under this deed; or

14.1.2. taking proceedings for, or recovering, any of the Secured Obligations,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Agreement.

14.2. Indemnity

The Chargor shall indemnify the Chargee and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

14.2.1. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;

14.2.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

14.2.3. any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. **Power of Attorney**

15.1. **Appointment of attorneys**

By way of security, the Chargor irrevocably appoints the Chargee and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

15.1.1. the Chargor is required to execute and do under this deed; or

15.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee or any Receiver.

15.2. **Ratification of acts of attorneys**

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16. **Miscellaneous**

16.1. **Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

16.2. **Assignment**

Neither party may assign any of its rights, or transfer any of its rights or obligations under this deed.

16.3. **Remedies Cumulative**

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

16.4. **Successors and assigns**

Any appointment or removal of a Receiver under clause 12 and any consents under this deed may be made or given in writing signed or sealed by any successors or assigns of the Chargee.

16.5. **Unfettered discretion**

Any liability or power which may be exercised or any determination which may be made under this deed by the Chargee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

16.6. Provisions severable

Each of the provisions of this deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired thereby.

16.7. Counterparts

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

16.8. Third Party Rights

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16.9. Independent security

This deed shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Obligations at any time. No prior security held by the Chargee over the whole or any part of the Charged Property shall merge in the security created by this deed.

16.10. Continuing Security

This deed shall remain in full force and effect as a continuing security for the Secured Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security obligations are discharged in full.

16.11. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

17. Notices

Any notice, communication or demand for payment by the Chargee to the Chargor under this deed shall be in writing and shall be delivered personally or sent by post to the address given in the Agreement or such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

18. Governing Law and Jurisdiction

18.1. Governing Law

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

18.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS whereof this deed has been executed and delivered by or on behalf of the Chargor on the date stated at the beginning of this deed.

Schedule 1

Property

Freehold land off Broad Lane, Hothorpe, near Workop, S80 4XQ comprised in the title registered at the Land Registry under title number D774061

Schedule 2

Undertakings

1. To observe and perform all matters contained or referred to in the registers of title number DY74061;
2. To observe and perform all obligations covenants and conditions on the part of the Chargor as contained in the Agreement.
3. Not to create any further Security over the Charged Property without the prior written consent of the Chargee.
4. Not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

Schedule 3

Permitted Disposals

For the purposes of this legal charge, a permitted disposal shall be any of the following:

1. the Disposal dedication or adoption of any part of the Charged Property or service within the Property and/or the granting of any rights over any part of the Charged 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
2. the dedication/adoption and/or Disposal of any parts of the Charged 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
3. the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or
4. the grant of any easement reasonably required for the Chargor's residential development of the Charged Property.

EXECUTED as a DEED by)
NICHOLAS KIRK)
in the presence of:)

Nicholas Kirk

Witness Signature

Witness Name

Witness Address

Witness Occupation

ANDREW ATHEY

4 BEEKS STREET

WILMINGTON, DE 19804

TEACHER

EXECUTED as a DEED by)
JO ANNE KIRK)
in the presence of:)

Jo Anne Kirk

Witness Signature

Witness Name

Witness Address

Witness Occupation

ANDREW ATHEY

4 BEEKS STREET

WILMINGTON, DE 19804

TEACHER

EXECUTED as a DEED by)
KEEPMOAT HOMES)
LIMITED)
acting by a Director in the)
presence of:)

.....
Director

Witness Signature
Witness Name
Witness Address
Witness Occupation

EXECUTED as a DEED by)
[NAME OF ATTORNEY])
as attorney for KEEPMOAT HOMES)
LIMITED under a power of)
Attorney dated [INSERT DATE OF)
OF POWER OF ATTORNEY)
in the presence of:)

.....
Attorney for Keepmoat Homes Limited

Witness Signature
Witness Name
Witness Address
Witness Occupation