

MR01

099105/12.

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online

Please go to www.companies.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02

SATURDAY



A03 26/10/2013 #300
COMPANIES HOUSE

on, please
at
e gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 2 4 7 2 0 8 0

Company name in full GALLIFORD TRY CONSTRUCTION LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 9 1 0 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name PLUS DANE (MERSEYSIDE) HOUSING ASSOCIATION LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Freehold property known as the former Derby Arms, Church Road, Halewood, Liverpool LS26 0US

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

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Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Will Williams* *wp*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
David Lees

Company name
Hill Dickinson LLP

Address
No 1 St Paul's Square

Post town
Liverpool

County/Region
Merseyside

Postcode
L 3 9 S J

Country
United Kingdom

DX
DX 14129 Liverpool

Telephone
0151 600 8757



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2472080

Charge code: 0247 2080 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2013 and created by GALLIFORD TRY CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2013

DX

Given at Companies House, Cardiff on 1st November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 9 October 2013

(1) GALLIFORD TRY CONSTRUCTION LIMITED

and

(2) PLUS DANE (MERSEYSIDE) HOUSING ASSOCIATION LIMITED ✓

LEGAL CHARGE

relating to freehold property known as
the former Derby Arms public house, Church Road,
Halewood, Liverpool, LS26 0US

CERTIFIED TO BE A TRUE COPY
THIS DAY 18 OF April 2013
HILL DICKINSON LLP

David Lees
Director

SHOOSMITHS

3 Hardman Street

Spinningfields

Manchester

M3 3HF

Ref JBB 208493 25

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THIS LEGAL CHARGE is made on

9 OCTOBER

2013

BETWEEN

- 1 **GALLIFORD TRY CONSTRUCTION LIMITED** a company incorporated and registered in England and Wales with company number 02472080, whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL (the "**Chargor**"), and
- 2 **PLUS DANE (MERSEYSIDE) HOUSING ASSOCIATION LIMITED** a society registered with Industrial and Provident Society Registration number IP031012 whose registered office is at Baltimore Buildings 11-15 Rodney Street, Liverpool, L1 9EF (the "**Chargee**"),

The parties agree as follows

1 DEFINITIONS

1.1 Defined terms

In this legal charge, unless the context requires otherwise, the following definitions apply

"1925 Act"	Law of Property Act 1925,
"Actual Completion Date"	as defined in the Development Agreement,
"Advance"	the Deposit and the Works Advance paid by the Chargee to the Chargor on the date of this legal charge pursuant to the provisions of the Development Agreement,
"Building Contract"	as defined in the Development Agreement,
"Charged Property"	the Property charged to the Chargee by the Chargor by this legal charge,
"Default Rate"	4% over the base rate of The Royal Bank of Scotland plc from time to time,
"Deposit"	has the same meaning as set out in the Development Agreement
"Development Agreement"	a development agreement dated 30 September 2013 and made between (1) the Chargor and (2) the Chargee, relating to the Property,
"Event of Default"	any of the events of default set out in clause 5.1,
"Expenses"	all proper costs, losses, charges, fees, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, properly incurred or suffered by the Chargee or any Receiver in relation to any breach or non-performance by the Chargor of its obligations in connection with any or all of <ol style="list-style-type: none">a) the Charged Property,b) the Development Agreement

	<ul style="list-style-type: none"> c) taking, perfecting, enforcing or exercising any power under this legal charge, d) any breach of any provision of and the protection, realisation or enforcement of this legal charge, e) the preservation or attempted preservation of this legal charge,
	together with Interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Chargor (both before and after judgment),
“Insolvency Act”	Insolvency Act 1986,
“Insurance Policy”	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property
“Interest”	interest on the Advance calculated and compounded in accordance with the terms of the Development Agreement/this legal charge or as otherwise notified by the Chargee to the Chargor in writing from time to time whether before or after judgment,
“Letting”	<p>any lease of the whole or any part of the Property and includes</p> <ul style="list-style-type: none"> a) any underlease, tenancy or licence and any agreement for a lease, underlease, tenancy or licence, and b) any agreement for the parting with or sharing of occupation of the Property, <p>and “Lettings” shall be construed accordingly,</p>
“Planning Acts”	all legislation relating to town and country planning from time to time in force,
“Property”	the freehold property known as the site of the former Derby Arms, Church Road, Halewood, Liverpool, LS26 0US as is shown edged red on the plan annexed to this legal charge,
“Receiver”	any receiver and/or manager or such other attorney or person appointed by the Chargee under this legal charge or pursuant to any statute, including the 1925 Act or the Insolvency Act,
“Rental Sums”	all rents, profits, income, fees and other sums at any time payable by any tenants, undertenants or licensees to or for the benefit of the Chargor in respect of occupation or use of any part of the Property including (without limitation) for the display of advertisements on licence or otherwise
“Secured Amounts”	the Advance together with all Expenses and Interest,

“Security”	any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Charged Property or conferring priority of payment,
“Works”	has the same meaning as defined in the Development Agreement,
“Works Advance”	has the same meaning as defined in the Development Agreement

1 2 Interpretation

In this legal charge

- 1 2 1 the clause headings do not affect its interpretation,
- 1 2 2 words importing one gender include another gender and words in the singular include the plural and vice versa,
- 1 2 3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this legal charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule,
- 1 2 4 reference to any legislation (whether specifically named or not) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it,
- 1 2 5 persons include companies and all other legal entities,
- 1 2 6 references to the Chargee and the Chargor include their respective successors in title and, in the case of individuals, their personal representatives In the case of the Chargee this also includes its transferees and assignees, whether immediate or derivative,
- 1 2 7 references to the Property and the Charged Property include any part of them,
- 1 2 8 references to this legal charge include any deeds and documents varying or supplemental or ancillary to this legal charge or entered into pursuant to the terms of this legal charge,
- 1 2 9 references to the powers of the Chargee or the Receiver are references to the respective powers, discretions and rights given to the Chargee or a Receiver under this legal charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Chargee or the Receiver,
- 1 2 10 “including” means “including, without limitation”,
- 1 2 11 “indemnify” means to indemnify against all actions, claims, demands and proceedings taken or made against the Chargee or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Chargee or any Receiver,
- 1 2 12 where two or more persons form a party to this legal charge, the obligations they undertake may be enforced against them all jointly or against each individually and

their indebtedness and liabilities owed to the Chargee shall mean all indebtedness and liabilities of all or any one or more of them to the Chargee, and

1 2 13 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this legal charge is to be unaffected

1 3 Effect of this legal charge

This legal charge is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this legal charge hold for or in respect of the Secured Amounts

1 4 Nature of Security

A reference in this legal charge to a charge or mortgage of or over the Property includes:-

1 4 1 all buildings and fixtures and fittings and plant and machinery that are situated on or form part of the Property at any time

1 4 2 The proceeds of sale or any part of the Property and any other monies paid or payable in respect of or in connection with the Property

1 4 3 The benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants, and

1 4 4 All rights under licence, agreement for sale or agreement for lease in respect of the Property

2 CHARGE

2 1 Covenant to pay

The Chargor covenants with the Chargee to pay the Secured Amounts to the Chargee in accordance with the terms of the Development Agreement together with interest to and including the date of discharge on the due date or dates for payment

2 2 Charges

The Chargor as continuing security for the payment and discharge of the Secured Amounts with full title guarantee charges to the Chargee

2 2 1 the Property by way of first legal mortgage (and any proceeds of sale from it and proceeds of any insurance policy taken out in respect of it), and

2 2 2 by way of first fixed charge

a) the Rental Sums and the benefit of any guarantee or security in respect of the Rental Sums,

b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each

case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them

- 2.2.3 by way of first assignment the Rental Sums together with the benefit of all rights and remedies of the Chargor relating to them to hold to the Chargee absolutely subject to redemption on satisfaction in full of the Secured Amounts

2.3 Continuing security

This legal charge is made for securing the payment and discharge of the Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or any part of the Secured Amounts.

2.4 Land Registry restriction

The Chargor consents to the Chargee applying in Form RX1 to the Land Registry for a restriction in the following terms to be entered in the registers of the title to the 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 written consent signed by the proprietor for the time being of the charge dated *9 October* 2013 in favour of Plus Dane (Merseyside) Housing Association Limited and referred to in the charges register (or its solicitors) or, if appropriate, signed on such proprietor's behalf by its secretary or its conveyancers."

2.5 Assignment of rents

Following the occurrence of an Event of Default which is continuing, unremedied (to the satisfaction of the Chargee) and/or unwaived (but not otherwise), if the whole or any part of the Property is now or at any time while this legal charge is in force let, leased or licensed the Chargor agrees, if required by the Chargee, as follows:

- 2.5.1 to give irrevocable instructions in such form as the Chargee may from time to time require to any firm which is currently or from time to time employed by the Chargor to manage the Property, or to any new firm appointed to manage the Property, instructing such firm to collect the Rental Sums, to pay them to such account as the Chargee may require, and to provide such information in respect of the Rental Sums as the Chargee may require and request that any such firm sign and deliver an acknowledgement and agreement in such form as the Chargee may from time to time reasonably require acknowledging to the Chargee that it has received such instructions and agreed with the Chargee to comply with them,
- 2.5.2 if reasonably so required by the Chargee, to appoint such firm of repute as the Chargee may reasonably approve or specify to manage the Property and to collect the Rental Sums or remove any firm so acting and appoint another firm instead on terms reasonably approved by the Chargee,
- 2.5.3 immediately if called upon to do so by the Chargee, at the Chargor's cost to deliver such particulars as to the amount and nature of the Rental Sums (including, without limitation, the identity and addresses of the tenants, undertenants or licensees) as the Chargee may from time to time require,

2 5 4 not without the prior consent of the Chargee, to remove or suspend any firm engaged in the management of the Property or appoint another firm to manage the Property except as provided under clause 2 5 2, and

2 5 5 at the option of the Chargee, if called upon to do so by the Chargee, at the Chargor's cost

to serve written notice on the tenants, undertenants or licensees of the Property in the form set out in Part 1 of the Schedule to this Legal Charge requiring them to pay all sums payable by them in the future in relation to the Property to the Chargee or as the Chargee may direct

3 COVENANTS

3 1 Chargor's covenants

The Chargor covenants with the Chargee to comply with all its obligations to the Chargee under this legal charge

3 2 Restriction on further Security

The Chargor shall not create, attempt to create or permit to subsist or arise any Security in favour of any person other than the Chargee upon the Charged Property or allow any lien to arise on or affect the Property (except a lien arising by operation of law in the ordinary course of trading)

3 3 Disposals of the Property

Save for a disposal to the Chargee in accordance with the terms of the Development Agreement, the Chargor shall not without the Chargee's prior written consent not to be unreasonably withheld or delayed dispose, or part with possession of the whole or any part of the Property (including for the avoidance of doubt but without limitation the grant of any lease or easement or wayleave to a statutory undertaker for the purposes of providing services connections to the Property in accordance with the Works) or permit any person

3 3 1 to be registered (jointly with the Chargor or otherwise) as proprietor of the Property under the Land Registration Act 2002 nor create or permit to arise in relation to the Property any unregistered interests which override a first registration or a registered disposition as described in or deemed to be included in Schedules 1 and 3 of that Act, or

3 3 2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property or any part of it

3 4 Restrictions on leasing

Subject always to the terms of the Development Agreement and the Building Contract the Chargor shall not create any Letting without the prior written consent of the Chargee In relation to any Letting existing on or created on or after the date of this legal charge, the Chargor except with the prior written consent of the Chargee shall

3 4 1 not vary the terms of the Letting,

3 4 2 not agree any reduction in the rent payable under the Letting,

- 3 4 3 not capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance,
- 3 4 4 not grant any licence, consent or give any approval under the Letting without the prior written consent of the Chargee,
- 3 4 5 review the rent under the Letting in accordance with any rent review provisions contained in it and not agree the level of the reviewed rent without the prior written consent of the Chargee, and
- 3 4 6 not exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of the Chargee

3 5 Alterations

Subject always to the terms of the Development Agreement and the Building Contract, the Chargor shall not without the prior written consent of the Chargee (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

- 3 5 1 demolish or permit any buildings or other structures on the Property to be demolished,
- 3 5 2 carry out any development on the Property within the meaning of section 55 of the Town and Country Planning Act 1990, or
- 3 5 3 carry out or permit any other alterations (which includes for the avoidance of doubt making any structural or material alterations to or pulling down or removal of any or any part of any building, fixtures and fittings, service and service media in or upon or associated with the Property) to be carried out to the Property

3 6 Rights of access

The Chargor shall permit the Chargee and any Receiver to enter and remain on the Property (without being liable as mortgagee in possession) with or without workmen, plant and materials to carry out any inspection, survey or valuation of the Property, to ascertain whether any breach of the covenants in this clause 3 has occurred and to remedy, at the Chargor's cost, any breach of these covenants which has occurred

3 7 Statutory requirements

The Chargor shall

- 3 7 1 comply with all statutory and other requirements affecting the Property, and
- 3 7 2 use the Property only for such purpose or purposes as are authorised by the Planning Acts and not enter into any agreement under the Planning Acts or otherwise for the purpose of restricting or regulating the use or development of the Property without obtaining the Chargee's prior written consent

3 8 Covenants and conditions

Subject always to the terms of the Development Agreement, the Chargor shall comply with all covenants, stipulations, restrictions, encumbrances and conditions and the terms of all transfers, conveyances, assignments, agreements and other deeds and documents (if any) for the time being which relate or affect the Property or title to the Property or enjoyment and

at all times keep the Chargee indemnified against any breach or non-observance or non-performance of the same and any of them and against all resulting liabilities and expenses

3 9 Taxes and outgoings

The Chargor shall punctually pay and indemnify the Chargee and any Receiver against all existing and future rents, taxes, rates, duties, fees, renewal fees, registration fees, charges, assessments, impositions and all outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character, which now or at any time during the continuance of this legal charge are properly payable in respect of the Charged Property or by the owner or occupier of the Property

3 10 Expenses

The Chargor shall pay all Expenses due to the Chargee within 7 days of written demand. If the Chargor does not do so, the Expenses will bear Interest at the Default Rate from and including the date of demand to and including the date of actual payment

3 11 Lettings

The Chargor shall

- 3 11 1 enforce the prompt payment of all Rental Sums payable by any tenant, licensee or occupant of all or any part of the Property and ensure that such tenant, licensee or occupant complies with all of the terms of any Letting under which he leases or occupies such Property,
- 3 11 2 take all necessary steps to ensure that rent reviews pursuant to the Lettings are resolved as quickly as possible to achieve the best possible rent, and
- 3 11 3 observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in or imposed by or arising out of the Lettings and shall keep the Chargee indemnified from all proceedings and claims that may arise under them

3 12 Notification

The Chargor shall advise the Chargee immediately of any act or omission that would entitle the Chargee to demand the immediate repayment of the Secured Amounts

3 13 Making good default

If the Chargor at any time defaults in complying with any of its obligations contained in this legal charge, the Chargee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default (including effecting and maintaining any insurance and keeping the Property in repair) and the Chargor hereby irrevocably authorises the Chargee and its employees and agents by way of security to do all such things (including entering the Property) necessary or desirable in connection with this clause 3 13. Any monies so expended by the Chargee shall be repayable by the Chargor to the Chargee on demand together with Interest at the Default Rate from the date of payment by the Chargee until such repayment, both before and after judgment

3 14 Liability not discharged

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

- 3 14 1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Amounts,
- 3 14 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 or any other person in connection with the Secured Amounts,
- 3 14 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 or any other person,
- 3 14 4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Amounts [including, without limitation, any change in the purpose or, any increase in or extension of the Secured Amounts and any addition of new Secured Amounts,
- 3 14 5 any grant of time, indulgence, waiver or concession to the Chargor or any other person,
- 3 14 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 any other person,
- 3 14 7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Chargor any other person in connection with the Secured Amounts,
- 3 14 8 any claim or enforcement of payment from the Chargor any other person, or
- 3 14 9 any other act or omission which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this legal charge

4 VARIATION OF STATUTORY POWERS

4 1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this legal charge

4 2 Power of leasing

The restriction on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the 1925 Act do not apply to this legal charge

4 3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Amounts become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this legal charge

4 4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this legal charge and all moneys secured by this legal charge are immediately payable on written demand for payment being served by the Chargee on the Chargor

4 5 Protection for buyers

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

4 6 Chargee's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this legal charge

5 EVENTS OF DEFAULT

5 1 Events of default

This legal charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable in any of the following events

- 5 1 1 the Chargor does not pay the Secured Amounts when they fall due,
- 5 1 2 the Chargor does not comply with its obligations in this legal charge,
- 5 1 3 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property,
- 5 1 4 a petition is presented for the making of an administration order in relation to the Chargor or such an administration order is made,
- 5 1 5 a petition is presented for the bankruptcy of the Chargor or a bankruptcy order is made against the Chargor,
- 5 1 6 an interim order is made for a voluntary arrangement in respect of the Chargor under section 252 of the Insolvency Act,
- 5 1 7 a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Chargor or a resolution is passed or an order made for the winding up of the Chargor,
- 5 1 8 a voluntary arrangement is made in respect of the Chargor under Part I of the Insolvency Act,

5 1 9 the Chargor asks the Chargee to appoint a Receiver in respect of the Property, or

5 1 10 the Development Agreement is terminated for any reason save in the case of default by the Chargee

5 2 Demand upon an event of default

5 2 1 The Chargee shall not make a demand for payment of the Secured Amounts otherwise than in accordance with the terms of the Development Agreement

5 2 2 Upon the occurrence of any Event of Default, the Chargee shall then and at any time after that date whilst the Event of Default is continuing, unremedied (to the satisfaction of the Chargee) or unwaived be entitled to make demand for payment of the Secured Amounts and any amounts not otherwise payable on demand shall become immediately payable on demand

6 APPOINTMENT OF RECEIVERS

6 1 Appointment of Receivers

At any time after the Chargee's power of sale has become exercisable, the Chargee may in writing under its hand or by deed appoint one or more than one Receiver of the Charged Property or any part of it (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver)

6 2 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply

6 3 Joint and several powers

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

6 4 Additional or alternative Receivers

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

6 5 Agent of the Chargor

6 5 1 The Receiver will, so far as the law permits, be the agent of the Chargor

6 5 2 On entering into possession of the Property the Chargee or the Receiver shall (as regards the matters mentioned in this clause) become and be the agent of the Chargor with its authority and at its expense to use, remove, store, sell (on such terms and subject to such conditions as the Chargee and/or the Receiver sees fit) or otherwise dispose of or deal with in such manner as the Chargee or the Receiver may determine any furniture, fittings, equipment or goods of the Chargor which the Chargor shall have refused or failed to remove or caused to be removed from the Property (whether or not the same are specifically charged by this legal charge) within seven days of being requested to do so by the Chargee. The Chargor shall keep the Chargee indemnified against all costs, claims and demands whatsoever in respect of the use, removal, storage, sale, disposal or other dealing with any such furniture or goods. The Chargee shall pay the net proceeds of sale (after deduction

of costs of sale) to the Chargor and the Chargee or any Receiver shall not be liable to the Chargor for any act or omission by any person appointed to effect such sale or for any failure to obtain a proper price provided such appointment has been made by the Chargee or the Receiver in good faith and neither the Chargee nor any Receiver shall be liable for any damage caused to the Chargor's furniture, fittings or goods

6 6 Chargor's liability

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

6 7 Liability for default

The Chargee will be not be responsible for any misconduct, negligence or default of the Receiver

6 8 Continuation of powers following liquidation or bankruptcy

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

6 9 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Amounts and may be debited by the Chargee to any account of the Chargor

6 10 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property

6 11 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have and do all such things as the Receiver may think desirable for the preservation, management, improvement or realisation of the Property and will have full power and discretion

6 11 1 to take possession of and generally manage the Charged Property and collect and get in all rents and other income and give receipts which are binding on the Chargor whether accrued before or after the date of his appointment and, for that purpose, to take such proceedings as may seem to the Receiver expedient,

6 11 2 to carry out on the Property any new works or complete any unfinished works of building, structure or other works on the Property and to do all and any works of repair, reconstruction, maintenance, decoration, refurbishment, development and demolition (including structural alterations and improvements to existing buildings, constructing any new buildings, structures or other works and carrying out any development within the meaning of the Planning Acts) on the Property,

6 11 3 to carry on the business of the Chargor and for that purpose to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,

- 6 11 4 to purchase or acquire any land and purchase, acquire including the taking of a lease, tenancy or licence of any properties required or convenient for the business of the Chargor or grant any interest in or right over land,
- 6 11 5 to sell by public auction or private contract (and do all such things (including the carrying out of works) as may be necessary to sell the Property), charge, draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Chargor and grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property and/or any Letting without restriction for such consideration or for no consideration and generally on such terms and conditions as the Receiver may think fit, the consideration may be cash or other valuable consideration and may be payable immediately or by instalments spread over such period as the Receiver shall think fit,
- 6 11 6 to make any arrangements or compromise or enter into any contracts or cancel any contracts which the Receiver shall think expedient,
- 6 11 7 to carry into effect and complete any transaction by executing deeds, receipts or documents in the name of or on behalf of the Chargor and including the use of the Chargor's seal,
- 6 11 8 to take, continue or defend any proceedings, or discontinue any proceedings or appeals, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination,
- 6 11 9 to apply for any appropriate licence, permission or approval in relation to the Charged Property, its use or development,
- 6 11 10 to remove, store, sell or otherwise deal with any fixtures and fittings,
- 6 11 11 to insure the Charged Property in any manner for such risks and sums and with such insurers as the Receiver or Chargee may require and to insure any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,
- 6 11 12 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit (for the avoidance of doubt this also includes the power to appoint a solicitor or accountant or other professionally qualified person to assist the Receiver in the performance of his functions),
- 6 11 13 to appoint any agent to do any business which the Receiver is unable to do himself or which can be more conveniently done by an agent and employ and dismiss employees,
- 6 11 14 to establish subsidiaries of the Chargor,
- 6 11 15 to transfer to subsidiaries of the Chargor the whole or any part of the business or Charged Property,
- 6 11 16 to call up any uncalled capital of the Chargor,
- 6 11 17 to appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes or to guard and protect the Property at such remuneration and for such periods as he may determine and to dismiss the same,

- 6 11 18 without any further consent by or notice to the Chargor, power to exercise for and on behalf of the Chargor all or any of the powers and rights conferred on a landlord or tenant by the Landlord and Tenant Acts 1927 and 1987 in respect of the Property or arising under any other statutes from time to time affecting the Property,
- 6 11 19 to improve, exploit or develop the Property in any manner whatsoever determined by the Receiver or the Chargee in its absolute discretion,
- 6 11 20 to acquire, renew, extend, grant, vary or otherwise deal with such easement, right, privileges, licences over or for the benefit of the Property which he shall think expedient,
- 6 11 21 to do anything the Receiver may consider desirable for increasing the value of the Property,
- 6 11 22 to exercise any option or right of election to waive exemption so that supplies in respect of the Charged Property may be chargeable or taxable for Value Added Tax,
- 6 11 23 to use any monies received in his capacity as Receiver for financing any expenditure incurred in connection with the Receiver's powers in advance of any other payments made by the Receiver in whatever capacity whether pursuant to statute or otherwise (and for the avoidance of doubt, this includes making any payment which is necessary or incidental to the performance of the Receiver's functions),
- 6 11 24 to raise or borrow from the Chargee or others any money (including money for the construction and/or completion with or without modification of any building or structure whether in the course of construction or renovation or otherwise and the carrying out of any development or project whatsoever which he considers beneficial) required to enable the Receiver properly to exercise all or any of the powers aforesaid and to incur any other liability to the Chargee or others on such terms and with or without security as he may think fit and so that such security may be or include a charge on the whole or any part of the Property ranking in priority to this security or otherwise,
- 6 11 25 to rank and claim in bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Chargor and to receive dividends and to accede to trust deeds for the creditors of any such person,
- 6 11 26 to do all other acts and things which may be considered to be incidental or conducive to any of the matters or powers aforesaid which he lawfully may or can do and to use the name of the Chargor for all purposes aforesaid and in any proceedings arising from them or the realisation of the Charged Property, and
- 6 11 27 to do anything in relation to the Charged Property as he could do if he were absolutely entitled to it

6 12 Further assurance

- 6 12 1 The Chargor shall immediately if and when called upon by the Chargee to do so, execute in favour of the Chargee or as the Chargee shall direct such further legal or other mortgages, charges, assignments or other documents creating security as the Chargee shall require over all or any of the Property to perfect the Security created by this legal charge or otherwise to secure the Secured Amounts Such mortgages, charges, assignments or other documents creating Security shall be prepared by or

on behalf of the Chargee at the cost of the Chargor and be in such form as the Chargee may reasonably require

6 12 2 Upon demand at any time and at the Chargor's cost, the Chargor shall take all steps and do all such things as the Chargee may consider to be necessary or desirable to give effect to this Security and to procure the perfection, pursuant to any and all statutory requirements, of the Security intended to be granted by this legal charge

6 13 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this clause 6 and the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amounts, be applied in or towards discharging in the following order of priority

6 13 1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment,

6 13 2 the remuneration of the Receiver,

6 13 3 the Secured Amounts in such order as the Chargee may determine, and

6 13 4 the claims of those entitled to any surplus

7 EXCLUSION OF LIABILITY

7 1 Liability for loss and damage

Neither the Chargee nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers

7 2 Chargor's indemnity

The Chargor agrees with the Chargee to indemnify the Chargee and any Receiver on demand in respect of

7 2 1 any exercise of the powers of the Chargee or the Receiver or any attempt or failure to exercise those powers, and

7 2 2 anything done or omitted to be done in the exercise or purported exercise of the powers under this legal charge or under any appointment duly made under the provisions of this legal charge (including for the avoidance of doubt any demand against all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) as a consequence of

a) anything done or omitted in the exercise or purported exercise of the powers contained in this legal charge, and

b) any breach by the Chargor of any of its obligations under this legal charge,

and the Chargor shall pay Interest on the sum demanded at the Default Rate

8 PERSONS DEALING WITH CHARGEES OR RECEIVERS

No persons dealing with the Chargee or the Receiver shall be concerned, bound or entitled to enquire or be affected by notice as to whether the right of the Chargee or the Receiver to exercise any power has arisen or not or be concerned with any notice to the contrary

9 CONTINUING SECURITY & DISCHARGE

9.1 This legal charge shall not be considered as satisfied or discharged by any intermediate payment of part of the Secured Amounts but shall constitute and be a continuing security to the Chargee for the Secured Amounts and shall remain in force notwithstanding any settlement of account or other act, event or matter whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any lien to which the Chargee is by law entitled or any other securities which the Chargee may at any time hold for the Secured Amounts or any right or remedy of the Chargee under them

9.2 The legal charge shall be considered as satisfied and discharged on the Actual Completion Date and the Chargee shall within 5 Working Days of receipt in cleared funds of the Completion Payment provide a Land Registry DS1 in writing to the Chargor confirming this

9.3 The Chargee shall not be obliged to resort to any other security or other means of payment now or as at the date of this legal charge held by or available to it before enforcing this legal charge and no action taken or omitted by the Chargee in connection with any other security or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor nor shall the Chargee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such other security or other means of payment

9.4 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any law relating to bankruptcy or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Chargee shall be entitled to enforce this legal charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made or the Chargor shall immediately grant to the Chargee security on the same or substantially the same terms as those set out in this legal charge over assets having a value equivalent to the Property

10 POWERS

10.1 Execution of documents

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

10.2 Power of attorney

The Chargor irrevocably appoints the Chargee and separately the Receiver by way of security to be the attorney of the Chargor, with full power to appoint substitutes and to sub-delegate, for the purposes set out in clause 10.3

10 3 Extent of power of attorney

The power of attorney given in clause 10 2 permits the Chargee or the Receiver in the name of and on behalf of the Chargor

10 3 1 to perfect the security given by the Chargor under this legal charge, and

10 3 2 to execute any document or do any act or thing which the Chargor is obliged to execute or do under this legal charge or which the Chargee or the Receiver may in their absolute discretion consider appropriate in connection with the exercise of any of the powers of the Chargee or the Receiver

10 4 Time for compliance

The Chargee may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by the Chargor of the Chargor's obligations or conditions contained in this legal charge without prejudice to the Chargee's rights and remedies in respect of any subsequent breach of them

10 5 Other indebtedness

The Chargor authorises the Chargee to receive from the holder of any prior or subsequent charge details of the state of account between such holder and the Chargor

10 6 No liability as mortgagee in possession

Entry into possession of the Property, for whatever reason, will not render the Chargee or any Receiver liable to account as mortgagee in possession

10 7 Independence of legal charge

This legal charge is entered into as an entirely separate document to any other arrangement which might be entered into from time to time between the Chargee and the Chargor or the Chargee and any other person provided that in the event of any conflict arising between the provisions of this legal charge and the terms of the Development Agreement then the terms of the Development Agreement shall prevail Irrespective of the validity or enforceability of any such other arrangement the Chargor and the Chargee declare that, and it is intended that, this legal charge will remain as a valid security and in full force and effect in any event

10 8 Power to open new account

If the Chargee receives notice of a subsequent mortgage or charge relating to the Property, it will be entitled to close any account and to open a new account in respect of the closed account If the Chargee does not open such new account, it will be treated as if it had done so at the time when it received such notice and

10 8 1 no monies credited to the new account after the date of such notice will be appropriated towards, or have the effect of discharging, the monies owing to the Chargee upon the closed account, and

10 8 2 the opening of any new account by the Chargee will not prejudice any right or remedy of the Chargee arising as a result of a default by the Chargor

10 9 Consolidation of accounts

The Chargee may at any time after this legal charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with, and liabilities to, the Chargee and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Chargee on any other account or in any other respects. The Chargee shall notify the Chargor in writing that such a transfer has been made.

10 10 Disposal of chattels

If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may remove and store or sell any chattels on the Property.

10 11 Severance of fixtures

Upon any sale or other disposition in exercise of the powers contained or implied by this legal charge the Chargee or any Receiver may sever any fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Amounts.

11 NOTICES

11 1 Form of notices

Any notice served under this legal charge shall be

11 1 1 in writing,

11 1 2 signed by an officer of the party serving the notice or by its solicitors, and

11 1 3 delivered by hand, first class post, pre-paid or recorded delivery or fax at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

11 2 Time of receipt

If a notice is received after 4 00pm on a working day, or on a day which is not a working day, it shall be treated as having been received on the next working day.

11 3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means (whether or not actually received) shall be treated as having been received,

11 3 1 if delivered by hand, at the time of delivery,

11 3 2 if sent by post, on the second working day after posting, or

11 3 3 if sent by fax, at the time of transmission.

12 MISCELLANEOUS

12 1 1 No failure or delay by the Chargee in exercising any power, right or remedy shall operate as a waiver of it nor shall any partial waiver of any power, right or remedy

preclude its further exercise or the exercise of any other power, right or remedy as though no waiver had been made and no relaxation or indulgence granted

12 1 2 Each of the provisions of this legal charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in this legal charge shall not in any way be affected or impaired by it

12 1 3 This legal charge shall remain binding on the Chargor notwithstanding any change in the constitution of the Chargee or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Chargee may freely assign the benefit of this legal charge and the Security granted by this legal charge shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Chargee in the same manner as if such assignee, transferee or other successor in title had been named in this legal charge as a party instead of, or in addition to, the Chargee

12 1 4 The Chargor may not assign its rights under this legal charge

12 1 5 The Chargee may assign or charge its rights under and the benefit of this legal charge to any assignee or chargee of its rights, title and interest under the Development Agreement, but not further or otherwise

12 1 6 The Chargor acknowledges having received a copy of this legal charge

13 GOVERNING LAW AND JURISDICTION

13 1 Governing law

This legal charge shall be governed by and interpreted in accordance with the law of England and Wales

13 2 Jurisdiction

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

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14 1 A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed but this shall not apply to a Receiver

14 2 The parties to this deed may rescind or vary it without the consent of any other person

THE Chargor has executed this Legal Charge as a Deed and it is delivered on the date set out above

SCHEDULE

Notices

Part 1

NOTICE TO TENANT

(On the letterhead of the Chargor)

To [Occupational tenant]

[Date]

Dear Sirs

[Address of property comprised in the Lease]

Legal Charge dated [] 20[] between [name of Chargor] (1) and [name of Chargee] (2) (the "Legal Charge")

We refer to the lease dated [] and made between us and [name of lender] relating to [address of property comprised in the Lease] (the "**Lease**")

The letter constitutes notice to you that under the Legal Charge we charged (by way of first fixed charge) in favour of [name of Chargee] (the "**Chargee**") all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with the Chargee at [], account number [], sort code [] (the "**Rent Account**")

The instructions in this letter apply until you receive notice from the Chargee to the contrary and notwithstanding any previous notice given by us

The instructions in this letter may not be revoked or amended without the prior written consent of the Chargee

This letter is governed by the law of England and Wales

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Chargee at [name and address of Chargee], Attention []

Yours faithfully

Director
[name of Chargor]

Part 2

ACKNOWLEDGMENT OF TENANT

(On the letterhead of Occupational Tenant)

To [details] (the “**Chargee**”)

Date []

Dear Sirs

[Address of property comprised in the Lease]

Legal Charge dated [] 20[] between [name of Chargor] (1) and [name of Chargee] (2)
(the “Legal Charge”)

We confirm receipt from [name of Chargor] (the “**Chargor**”) of a notice dated [] (the
“**Notice**”) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice), and
- b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice), and
- c) must continue to pay those monies into the Rent Account until we receive your written instructions to the contrary

This letter is governed by the law of England and Wales

Yours faithfully

For

[Occupational Tenant]

---- end of Schedule ----

Signed as a deed by **Galliford Try Construction Limited** acting by a director in the presence of

)
)
)
)



Director

Witness

MAGGIE LEARY
10 HONEYSGREEN LANE,
WEST DERRY
LIVERPOOL L12 9DN.

Signed as a deed by **Plus Dane (Merseyside) Housing Association Limited** acting by a director and its secretary or two directors

)
)
)
)

Director

Director/Secretary

Signed as a deed by **Galliford Try
Construction Limited** acting by a
director in the presence of

)

)

)

)

Director

Witness

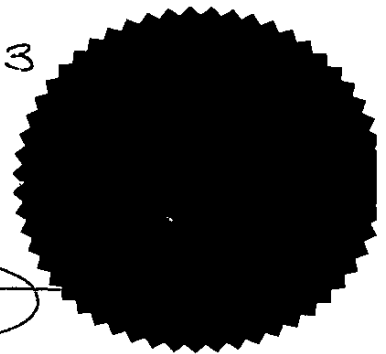
Signed as a deed by **Plus Dane
(Merseyside) Housing Association
Limited** acting by a director and its
secretary or two directors

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753



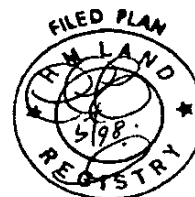
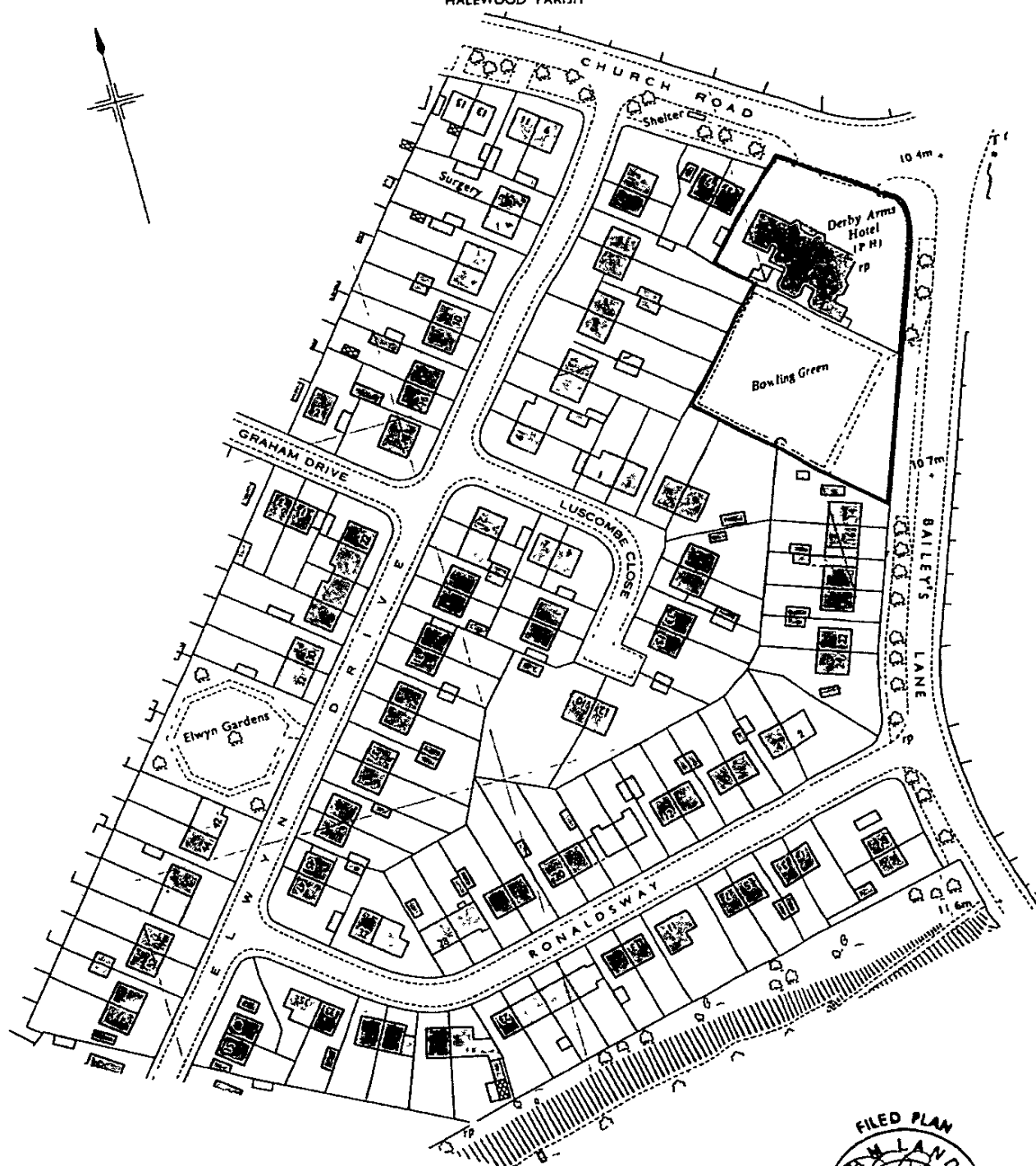
Director

A Carey

Director/Secretary

H.M. LAND REGISTRY		TITLE NUMBER	
		MS 400406	
ORDNANCE SURVEY PLAN REFERENCE ①	SJ 4585	SECTION B	Scale 1/1250
COUNTY MERSEYSIDE		DISTRICT KNOWSLEY	
		© Crown copyright 1974	

HALEWOOD PARISH



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 07 May 2013 shows the state of this title plan on 07 May 2013 at 11:19:09. It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Birkenhead Office.

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