

MR01

Particulars of a charge

259626-23

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

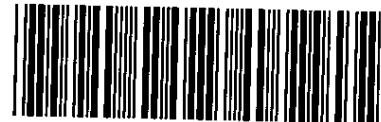
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MP

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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, scanned and placed on the public record. **Do not send the original.**



A05 04/10/2017 #9
COMPANIES HOUSE

1 Company details

Company number 03368638
Company name in full WaltonDevelopmentsLimitedactinginitscapacityas
generalpartneronbehalfofTheWaltonLimitedPartnership

2 For official use

→ **Filling 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 d1 d5 m0 m9 y2 y0 y1 y7

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 Berkeley De Veer 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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Land at Walton Primary School, School Lane, Walton, being the land registered at the Land Registry under title number WYK837418

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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

Walker Morris LLP

X

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

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name HHL/JDM/BER.729-108

Company name Walker Morris LLP

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode

L

S

1

2

H

L

Country

DX DX: 12051 Leeds 24

Telephone 0113 2832500

**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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3368638

Charge code: 0336 8638 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2017 and created by WALTON DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2017.

DX

Given at Companies House, Cardiff on 12th October 2017



Companies House



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

DATED 15th September 2017

THE WALTON LIMITED PARTNERSHIP (1)

and

BERKELEY DE VEER LIMITED (2)

CHARGE

I/WE CERTIFY THIS
DOCUMENT IS A TRUE
COPY OF THE ORIGINAL

Walker Morris LLP
22.09.17
WALKER MORRIS LLP

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: JDM/BER.729-108

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THIS LEGAL CHARGE is made on

15th September

2017

BETWEEN:

- (1) **THE WALTON LIMITED PARTNERSHIP** (incorporated in the Isle of Man) of 2nd Floor, Murdoch Chambers, South Quay, Douglas, Isle of Man IM1 5AF (**Chargors**)
- (2) **BERKELEY DE VEER LIMITED** (Company Number 088590396) whose registered office is at Thorp Arch Grange, Walton Road, Thorp Arch, Wetherby, West Yorkshire LS23 7BA (**Chargee**)

BACKGROUND

The Chargors has agreed to enter into this Deed to secure the Development Costs certain obligations to the Chargee

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

In this Deed:

Charge: means together the first legal charge granted by clause 3.1 of this Deed and the equitable charge granted by clause 3.2 of this Deed;

Costs: means all costs, charges and expenses and liability reasonably incurred by the Chargee (including without limitation all legal and other professional costs charges and expenses) in and incidental to and in the contemplation of any of the following:

- (a) the protection preservation realisation and enforcement of this security;
- (b) the obligations owed by the Chargors to the Chargee under this Deed and/or under the Development Agreement;
- (c) the collection or recovery of any moneys owing by the Chargors to the Chargee under this Deed and/or under the Development Agreement; and
- (d) the taking of legal proceedings in respect of any of the above

Delegate: means a person appointed by the Chargee under clause 7.2 and includes a sub-delegate appointed thereunder;

Development Agreement: means an agreement of 19 January 2017 made between the Chargor (1) and the Chargee (2);

Enforcement Event: means one of the events mentioned in clause 6;

Insolvency Act: means the Insolvency Act 1986;

Property: means land at Walton Primary School, School Lane, Walton being the land which is registered at the Land Registry under title number WYK837418;

Secured Liabilities: means all of the following:

- (a) all sums now or at any time hereafter due or owing from the Chargors to the Chargee under the Development Agreement;
- (b) all sums now or at any time hereafter due or owing from the Chargors to the Chargee under this Deed; and
- (c) all other moneys and liabilities now or at any time hereafter due or arising for which the Chargors is liable to the Chargee under the Development Agreement and this Deed including without limitation all Costs and the payment of interest on all sums owing;

Security: includes any mortgage, pledge, lien, hypothecation, security, interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect;

1925 Act: means the Law of Property Act 1925.

1.2 Interpretation

- 1.2.1 The expressions "Chargors" and "Chargee" include their respective successors in title.
- 1.2.2 Unless the context otherwise requires references in this Deed to clauses and schedules are to clauses and schedules in this Deed and reference to a clause includes a sub-clause.
- 1.2.3 The headings to clauses and other parts of this Deed are for reference only and do not affect its construction.
- 1.2.4 This Deed may only be varied in writing signed by or on behalf of the parties.

- 1.2.5 An obligation on a party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to allow that act or thing to be done by any person under its control.
- 1.2.6 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 1.2.7 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.
- 1.2.8 Unless otherwise specified a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time.
- 1.2.9 Unless the context otherwise requires:
- (a) the singular includes the plural and vice versa; and
 - (b) references in the masculine gender include references in the feminine or neuter genders and vice versa.

2 COVENANT TO PERFORM

The Chargors covenants with the Chargee to:

- 2.1 pay to the Chargee all sums due from it under the Development Agreement when and howsoever arising;
- 2.2 comply with all other covenants on its part contained in the Development Agreement and discharge all liabilities set out therein when and howsoever arising;
- 2.3 pay to the Chargee on demand the amount of all Costs; and
- 2.4 pay to the Chargee interest on all sums owing from the Chargors to the Chargee under the Development Agreement and this Deed from the date such monies are due at the rate of 3% per annum above HSBC Bank Plc's base lending rate from time to time until full payment is made.

3 CHARGE

- 3.1 The Chargors with full title guarantee charges the Property to the Chargee by way of first legal mortgage as a continuing security for the discharge and payment of the Secured Liabilities.
- 3.2 Insofar as the Secured Liabilities cannot be secured by way of legal mortgage the Chargors with full title guarantee charges the Property to the Chargee in equity as a continuing security for the discharge and payment of the Secured Liabilities.
- 3.3 Insofar as the Property is charged in equity and not by way of legal mortgage (but not further or otherwise) the Chargors declares that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee has full power to appoint itself and any other person or persons in place of the Chargors in respect of the said trust but subject thereto the Chargors will hold the Property on trust for itself absolutely and beneficially.
- 3.4 The Chargors and Chargee will jointly apply to the Chief Land Registrar to enter in the register of the title to the Property a restriction in the following form (Standard Form P):

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated September 2016 in favour of Berkeley De Veer Limited referred to in the charges register or their conveyancer"

and the Chargors hereby irrevocably consents to the application.

- 3.5 The Chargee shall give its consent to a disposition where the provisions of the Development Agreement have been observed and performed insofar as the relevant provisions have become due for performance.

4 CHARGORS' COVENANTS

The Chargors hereby covenants with the Chargee as follows:

- 4.1 The Chargors shall not (and shall not agree to) create or have outstanding any Security over the Property except the Charge save with the prior consent in writing of the

Chargee (such consent not to be unreasonably withheld or delayed) PROVIDED THAT at all times the Charge shall have priority.

4.2 The Chargors shall promptly do whatever the Chargee reasonably requires:

4.2.1 to perfect or protect the Charge or the priority of the Charge; and

4.2.2 to facilitate the realisation of the Property or the exercise of any rights vested in the Chargee or any Delegate or any receiver appointed by the Chargee at any time after the occurrence of an Enforcement Event

including executing any transfer, charge, conveyance, assignment or assurance of the Property (whether to the Chargee or its nominees or otherwise), making any registration and giving any notice, order or direction.

4.3 The Chargors shall not do, or suffer to be done, anything which could prejudice the Charge.

4.4 The Chargors shall at the Chargee's request deposit with the Chargee all deeds and other title documents relating to the Property.

4.5 The Chargors shall notify the Chargee of any of the following events promptly after becoming aware of such event:

4.5.1 the occurrence of any Enforcement Event;

4.5.2 any exchange of contract for sale of the Property;

4.5.3 any event or circumstance which with the giving of any notice, the expiry of any grace period, and/or (as the case may be) the making of any determination would become an Enforcement Event;

4.5.4 any action taken or proposed to be taken to remedy an Enforcement Event.

4.6 The Chargors shall comply with any covenants, stipulations, conditions, licenses, consents and other statutory, regulatory or contractual obligations relating to the Property or its use, including those requiring payment of sums in respect of the Property.

5 REPRESENTATIONS AND WARRANTIES

The Chargors represents and warrants to the Chargee as follows:

- 5.1 Except for the Charge no Security exists on or over the Property or any part thereof as at the date hereof.
- 5.2 The Chargors is the sole legal owner of the Property.
- 5.3 No Enforcement Event has occurred or will occur as a result of the entry into this Deed and/or the creation of the Charge.
- 5.4 The Chargors has the power to grant security (including the creation of the Charge) and to enter into and perform and comply with his obligations under this Deed.

6 ENFORCEMENT EVENTS

The occurrence at any time and for any reason of any of the following events shall constitute an Enforcement Event:

- 6.1 the failure by the Chargors to discharge any of its liabilities under the Development Agreement and/or this Deed when and howsoever arising;
- 6.2 any Security on or over the assets of the Chargors or the Property becomes enforceable and any step (including the taking of possession or the appointment of a receiver, manager or similar person) is taken to enforce that Security which involves taking possession of the Property;
- 6.3 any representation, warranty or statement by the Chargors in this Deed is not complied with or is or proves to have been incorrect in any material respect and which (in each case) materially adversely affects or is likely to affect the security afforded by the Charge;
- 6.4 the Chargors (or any one of them) does not perform or comply with any one or more of its obligations under this Deed and such lack of performance materially adversely affects or it likely to affect the security afforded by the Charge.

7 ENFORCEMENT

- 7.1 Save as mentioned in clause 6 above the Secured Liabilities shall become immediately due and payable upon the happening of an Enforcement Event and the Charge shall on the happening of an Enforcement Event become immediately enforceable and the power of sale as amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the 1925 Act as to the giving of notice or otherwise.

- 7.2 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may in its absolute discretion exercise any power which a receiver appointed by him could exercise and may delegate any such rights and powers to any person on such terms and conditions (including the power to sub-delegate) as the Chargee thinks fit.
- 7.2.1 At any time after the Charge becomes enforceable the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.
- 7.2.2 The Chargee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.
- 7.2.3 The Chargee may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed.
- 7.2.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.
- 7.2.5 Where more than one receiver is appointed they shall have the power to act severally.
- 7.2.6 Any receiver so appointed shall be the agent of the Chargors for all purposes and the Chargors shall be solely responsible for his acts or defaults and for his remuneration.
- 7.2.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the 1925 Act except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 7.2.8 In addition any receiver so appointed shall have power at his discretion and to such extent and upon such terms as he may in his absolute discretion think fit to do or omit to do anything which the Chargors could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any receiver so appointed shall have the powers set out in the Schedule hereto.

7.2.9 All money received by any receiver shall be applied by him:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Chargee at or at any time and from time to time after his appointment; and
- (c) in or towards satisfaction of the amount owing and secured by the Charge and the surplus (if any) shall be paid to the Chargors or other persons entitled to it.

8 PROTECTION OF THIRD PARTIES

8.1 No person dealing with the Chargee or any Delegate or any receiver appointed by the Chargee shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

- 8.1.1 whether the Charge has become enforceable;
- 8.1.2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable;
- 8.1.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 8.1.4 whether any money remains due under the Development Agreement or this Deed; or
- 8.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the Chargee the Delegate and the receiver so appointed (as the case may be) shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8.2 All the protection to purchasers contained in sections 104 and 107 of the 1925 Act shall apply to any person purchasing from or dealing with the Chargee or any Delegate or any receiver appointed by the Chargee.

9 SAVING PROVISIONS

Subject to clause 10 the Charge shall:

- 9.1 remain in full force and effect by way of continuing security;
- 9.2 not be affected in any way by any settlement of account (whether or not any Secured Liabilities remain outstanding) or other matter or thing whatsoever; and
- 9.3 be in addition to any other Security, guarantee or indemnity now or in the future held by the Chargee or any other person in respect of the Secured Liabilities.

10 DISCHARGE OF SECURITY

When:

- 10.1 the provisions of the Development Agreement no longer apply and there are no outstanding actual or potential obligations on the part of the Chargors under the Development Agreement; or
- 10.2 all actual or potential liability for any of the Secured Liabilities has been paid or discharged in full

the Chargee shall at the request and cost of the Chargors duly discharge the Charge in respect of the relevant land.

11 VALUE ADDED TAX

All sums payable under this Deed are exclusive of VAT. Accordingly the Chargors will in addition pay any VAT chargeable or payable in respect of the Secured Liabilities or otherwise pursuant to this Deed save where the Chargee can recover the amount of such VAT as part of its VAT return.

12 MISCELLANEOUS

- 12.1 Section 93 of the 1925 Act (restricting the right of consolidation) shall not apply to this Deed.
- 12.2 Each of the provisions of this Deed 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 shall not be affected or impaired.

12.3 This Deed and the Charge shall be governed by and construed in accordance with English law.

IN WITNESS of which this Deed has been duly executed and unconditionally delivered on the date first above written

THE SCHEDULE - POWERS EXERCISABLE BY RECEIVER

- 1 To take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargors or otherwise.
- 2 To borrow or raise money either unsecured or on the security of the Property (either in priority to the Charge or otherwise) and on such terms and conditions and for such purposes as it may think fit.
- 3 To sell, transfer, assign, exchange or otherwise dispose of or realise the Property to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred).
- 4 To settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargors or relating to the Property.
- 5 To bring, prosecute, enforce, defend and discontinue actions, suits and proceedings in relation to the Property.
- 6 To redeem any Security (whether or not having priority to the Charge) over the Property and to settle the accounts of any person with an interest in the Property.
- 7 To exercise and do (or permit the Chargors or any nominee of him to exercise and do) all such rights and things as it would be capable of exercising or doing if it were the absolute beneficial owner of the Property.
- 8 To do (whether in the name of the Chargors or otherwise) all such acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

Executed as a Deed (but not delivered until the)

date hereof) by **BERKELEY DE VEER**)

LIMITED acting by a director in the presence of:)

Director

Witness name:

Address:

Occupation:

Executed as a deed (but not delivered until)

the date of this deed) by **WALTON LIMITED**)

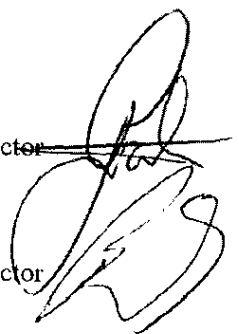
PARTNERSHIP acting by two directors of)

Walton Developments Limited as General)

Partner of the Walton Limited Partnership)

Director

Director

Two handwritten signatures in black ink, one above the other, corresponding to the two 'Director' labels.