



Registration of a Charge

Company Name: **GLEESON REGENERATION LIMITED**

Company Number: **03920096**



XBG1MAND

Received for filing in Electronic Format on the: **04/11/2022**

Details of Charge

Date of creation: **27/10/2022**

Charge code: **0392 0096 0052**

Persons entitled: **JAMES ALEXANDER KIRKWOOD
RICHARD MICHAEL KIRKWOOD
NICHOLAS CHARLES KIRKWOOD**

Brief description: **ALL THAT FREEHOLD LAND KNOWN AS LAND ON THE WEST SIDE OF
HOLLYM ROAD, WITHERNSEA AS SHOWN EDGED BLUE AND RED ON
THE PLAN**

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: **CHATTERTONS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3920096

Charge code: 0392 0096 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2022 and created by GLEESON REGENERATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2022 .

Given at Companies House, Cardiff on 8th November 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED

27 October 2022

GLEESON REGENERATION LIMITED

and

JAMES ALEXANDER KIRKWOOD, RICHARD MICHAEL KIRKWOOD and NICHOLAS
CHARLES KIRKWOOD

LEGAL CHARGE

relating to

Land on the west side of Hollym Road,
Withernsea

THIS LEGAL CHARGE is dated

27 October

2022.

and made

BETWEEN:

- (1) GLEESON REGENERATION LIMITED (a company registered in England and with number 03920096) whose registered office is at 6 Europa Court, Sheffield Business Park, Sheffield, S9 1XE ("Mortgagor"); and
- (2) JAMES ALEXANDER KIRKWOOD, RICHARD MICHAEL KIRKWOOD and NICHOLAS CHARLES KIRKWOOD of Sefton Cottage, Waxholme, Withernsea HU19 2BX ("Mortgagee");

WITNESSES as follows:

1 Interpretation

1.1 In this Legal Charge, unless the context otherwise requires:

"Adjoining Land" means all and any part of the land short particulars of which are set out in schedule 2 and references to the Adjoining Land include where relevant any part of such land;

"Agreement" means the contract entered into between the Mortgagee and the Mortgagor and dated 6 January 2022

"Charged Assets" means all the property and rights of the Mortgagor described in clause 3.1;

"Default Rate" means the higher of 4% and the base lending rate of Barclays Bank plc from time to time and if such base rate shall cease to exist then the Mortgagee may nominate another equivalent rate from time to time;

"Dwelling" means a house, bungalow, maisonette, apartment (with any associated garage and/or conservatory and/or other out-building where applicable) and in each case its reasonable curtilage;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, assignment by way of security or other security interest of any kind;

"Enforcement Date" means the date on which the Mortgagee demands the payment or discharge of all or any part of the Secured Obligations following the Secured Obligations having become due and payable in accordance with the terms of this Legal Charge;

"Excluded Disposition" rights and easements relating to infrastructure and/or rights of way granted over the Property for the benefit of any Dwelling on the Adjoining Land upon the transfer or grant of long premium lease of any Dwelling on the Adjoining Land;

"Plan" the plan annexed hereto;

"Planning Agreement" means any agreement required in connection with the grant of Planning Permission (as defined in the Agreement) and required by the local planning authority or by any authority or body responsible for highways, sewerage,

water, gas, electricity or communication services. Such agreement may be under any of the following statutes or similar legislation:- Section 106 Town and Country Planning Act 1990, Section 111 Local Government Act 1972, Electricity Act 1989, Gas Act 1980, Highways Act 1980, Water Act 1989, Water Industry Act 1991 and includes a unilateral undertaking given pursuant to Section 106 of the Town and Country Planning Act 1990;

“Property” means all the property short particulars of which are set out in schedule 1 and references to the Property include where relevant any part of such land;

“Receiver” means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Legal Charge in respect of the Mortgagor or over all or any of the Charged Assets; and

“Secured Obligations” means all present and future obligations and liabilities of the Mortgagor to the Mortgagee under or in connection with the Agreement, including, without limitation, those arising under clause 15.3 and 15.4 of the Agreement, together with all interest (including, without limitation, default interest) accruing in respect of those matters, obligations or liabilities.

1.2 Successors

The expressions “Mortgagee” and “Mortgagor” include, where the context admits, their respective successors in title.

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 Legal Charge.

1.4 Construction of certain terms

In this Legal Charge, unless the context otherwise requires:

- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this Legal Charge and references to this Legal Charge include its schedules;
- (b) reference to (or to any specified provision of) this Legal Charge or any other document shall be construed as references to this Legal Charge, 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 Legal Charge or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Mortgagee;
- (c) words importing the plural shall include the singular and vice versa and the masculine shall include the feminine and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and

- (f) where the expression "Mortgagor" 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 Legal Charge.

1.5 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Mortgagee may have executed it under hand only.

2 Covenant to Pay

2.1 Secured obligations

The Mortgagor hereby covenants that it will on demand discharge and pay to the Mortgagee the Secured Obligations when they become due and if payment is not made on such due date or if any part thereof shall not be paid to pay interest at the Default Rate on such balance calculated on a daily basis for the whole of the period from which payment is due to the date of actual payment.

2.2 Certain liabilities

The liabilities referred to in clause 2.1 shall, without limitation, include interest (both before and after judgment) to the date of payment at such rates and upon such terms as may from time to time be payable under the Agreement, and all reasonable and proper legal and other costs, charges and expenses which may be incurred by the Mortgagee in relation to enforcement of any of the Secured Obligations.

3 Charge

3.1 Fixed Charge

The Mortgagor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Mortgagee by way of first legal mortgage the Property and all buildings and fixtures from time to time on the Property together with all rights, easements and privileges appurtenant to, or benefiting, the same.

3.2 The Land Registry

3.2.1 The Mortgagor hereby applies to the Land Registrar for the registration of the following restriction against the registered title insofar as it relates to the Property specified in schedule 1:

"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 by registration without a written consent signed by the proprietor for the time being of the charge dated 27 September 2021 in favour of James Alexander Kirkwood, Richard Michael Kirkwood and Nicholas Charles Kirkwood referred to in the charges register or without a certificate signed by a conveyancer that clause 3.2.2 of the charge applies".

PROVIDED THAT if the Land Registry will not accept the above form of restriction then the parties acting reasonably will agree a form acceptable to the Land Registry

which has the effect that consent from the Mortgagee to dealings in respect of the Property is only required where such dispositions are not Excluded Dispositions and the Mortgagor shall register the revised restriction (together with the Legal Charge) at the Land Registry against the registered title to the Property at the same time as registering the transfer referred to in Schedule 1.

- 3.2.2 The parties agree and confirm that a conveyancer shall be entitled to give the certificate referred to in the restriction above for Excluded Dispositions.

3.3 Release

- 3.3.1 The Mortgagee shall release that part of the Property shown edged blue on the Plan by providing a duly executed form D53 in respect of that part of the Property upon receipt of the deferred payment pursuant to clause 15.3 of the Agreement; and
- 3.3.2 The Mortgagee covenants with the Mortgagor to immediately release this Legal Charge upon the Mortgagor fully discharging the Secured Obligations by the provision of a duly executed form D51.

3.4 Mortgagor's Covenants

The Mortgagor hereby covenants with the Mortgagee that during the continuance of this security the Mortgagor will comply with the covenants set out in schedule 3.

3.5 Power to remedy

If the Mortgagor at any time defaults in complying with any of its obligations contained in this Legal Charge, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Mortgagee and its agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand. No exercise by the Mortgagee of its powers under this clause 3.5 shall make it liable to account as a mortgagee in possession.

4 Certain powers of the Mortgagee: Enforcement

4.1 Powers of enforcement

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Legal Charge.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Legal Charge) shall be immediately exercisable at any time after the Enforcement Date or if requested by the Mortgagor.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this Legal Charge.

4.2 Statutory power of leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such

terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

5 Appointment and Powers of Receiver

5.1 Appointment

At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets 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 Mortgagee may specify to the contrary in the appointment. The Mortgagee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 5 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Mortgagor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Mortgagor.

5.2 Receiver as agent

Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

5.3 Powers of Receiver

Any Receiver shall have all the powers 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 expense of the Mortgagor (notwithstanding bankruptcy of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Assets 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:

- (a) Take possession: take possession of, collect and get in all or any of the Charged Assets;
- (b) Manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing;; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) Borrow money: raise or borrow any money from or incur any other liability to the Mortgagee or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets, which, if the Mortgagee consents, would rank in priority to this security or otherwise;
- (d) 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 Charged Assets 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 such Charged Assets in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other estate owner) if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations; and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;

- (e) Compromise contracts: make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
- (f) Repair and maintain assets: make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances;
- (g) Exercise statutory leasehold powers: without any further consent by or notice to the Mortgagor exercise for and on behalf of the Mortgagor 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 relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the 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;
- (h) Legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit;
- (i) Execute documents: sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Legal Charge and to use the name of the Mortgagor for all the purposes aforesaid;

5.4 Remuneration

The Mortgagee 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.

6 Application of Proceeds; Purchasers

6.1 Application of proceeds

All moneys received by the Mortgagee 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 Mortgagee acting reasonably may from time to time conclusively determine and following the discharge of all such liabilities any surplus shall be paid to the party who is lawfully entitled to be paid such surplus.

6.2 Protection of purchasers

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

7 Indemnities; Costs and Expenses

7.1 Enforcement costs

The Mortgagor hereby undertakes with the Mortgagee to pay on demand all reasonable and proper costs, charges and expenses incurred by the Mortgagee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Legal Charge or any of the Charged Assets, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Mortgagor (both before and after judgment).

7.2 No liability as mortgagee in possession

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets 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.

7.3 Indemnity from Charged Assets

The Mortgagee and any Receiver, attorney, agent or other person appointed by the Mortgagee under this Legal Charge and the Mortgagee's officers and employees (each an "Indemnified Party") shall be indemnified by the Mortgagor out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict 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) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Legal Charge; or
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge); or
- (c) any breach by the Mortgagor of any of its obligations under this Legal Charge

and the Mortgagor shall indemnify the Mortgagee and any Receivers against any such matters.

8 Miscellaneous

8.1 Remedies Cumulative

No failure or delay on the part of the Mortgagee 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.

8.2 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Mortgagor in relation to the Charged Assets or any part thereof.

8.3 Successors and assigns

Any appointment or removal of a Receiver under clause 5 and any consents under this Legal Charge may be made or given in writing signed or sealed by any successors or the Mortgagee.

8.4 Unfettered discretion

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

8.5 Provisions severable

Each of the provisions of this Legal Charge 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 Legal Charge shall not in any way be affected or impaired thereby.

9 Charge of Part

9.1 The Mortgagee and the Mortgagor agree and accept that the Mortgagor has acquired the Adjoining Land and the Property for the purposes of constructing a residential building estate with ancillary works and that pursuant to the development it is intended that the infrastructure (roads/pavements and service media) is to be constructed for the joint benefit of the Adjoining Land and the Property on the Adjoining Land and the Property (as appropriate) ("Joint Infrastructure").

9.2 The Mortgagee and the Mortgagor agree that in the event of:

- (a) any sale or transfer of the Adjoining Land or any part thereof intended to be used as Joint Infrastructure ("the Joint Infrastructure Land") (other than to the relevant Statutory Authority), appropriate reasonable and necessary rights for the proper use and enjoyment of the Property are granted over the Joint Infrastructure Land on the Adjoining Land for the benefit of the Property; or
- (b) the appointment of a Receiver or any other enforcement action being taken by the Mortgagee, appropriate reasonable and necessary reciprocal rights for the proper use and enjoyment of the Adjoining Land/Property are granted

over the Joint Infrastructure Land on the Property/Adjoining Land for the benefit of the Adjoining Land/Property (in each case, as appropriate).

and without prejudice to the general rights foregoing the rights referred to above are to include a right of way over the Joint Infrastructure Land on the Adjoining Land or Property (as appropriate) and the right of passage of sewage, water, gas, electricity, air, communication media and similar services through such service media (of any type).

- 9.3 The Mortgagee and the Mortgagor agree that at the same time as the relevant grant, exception or reservation pursuant to clause 9.2 above, appropriate covenants are entered into by the parties to enable and facilitate the development of both the Adjoining Land and the Property;
- 9.4 In the event of the appointment of a Receiver or any other enforcement action being taken by the Mortgagee prior to the grant or exception or reservation of such rights and the entering into of any appurtenant covenants the form of any documentation containing such rights, exceptions, reservations and covenants shall be proposed by the Mortgagee, any Receiver or the Mortgagor (as the case may be) and approved by the Mortgagee or the Mortgagor (as the case may be) and such approval is not to be unreasonably withheld or delayed and provided always that in the event of dispute between the parties which cannot be resolved within a reasonable period then such dispute may be referred for determination by the Expert (as defined in the Agreement) on the application of either party to the dispute and if either party serves notice on the other implementing this provision the parties shall do all such things as are necessary to give effect to the Expert's appointment.

10 Notices

10.1 Mode of service

Any notice, communication or demand for payment by the Mortgagee to the Mortgagor under this Legal Charge 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.

10.2 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by this Legal Charge shall be conclusive and binding upon the Mortgagor if signed by the Mortgagee.

11 Planning Agreements

The Mortgagee will as mortgagee of the Property promptly at the request and cost of the Mortgagor enter into any Planning Agreement that may be required provided that it shall only be obliged to be party for the purpose of giving its consent as mortgagee.

12 Assignment and Transfer

The Mortgagor may not assign any of its rights or transfer any of its rights or obligations under this Legal Charge.

13 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.

14 Law

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

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

Schedule 1

Property

All that freehold land known as land on the west side of Hollym Road, Withernsea as shown edged blue and red on the Plan being part of the land currently registered under title number YEA53221 as the same was transferred to the Mortgagor from the Mortgagee together with the Adjoining Land pursuant to a transfer of even date made between (1) the Mortgagee and (2) the Mortgagor.

Schedule 2
Adjoining Land

All that freehold land known as land on the west side of Hollym Road, Withernsea as shown edged green on the Plan being part of the land currently registered under title number YEA53221 as the same was transferred to the Mortgagor from the Mortgagee together with the Property pursuant to a transfer of even date made between (1) the Mortgagee and (2) the Mortgagor.

Schedule 3

Covenants

The Mortgagor shall:

- 1 Compliance with covenants etc: Observe and perform all covenants, stipulations, requirements, obligations and environmental laws from time to time affecting the Charged Assets and contained in the Agreement whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Charged Assets without infringement by any third party and not without the prior consent in writing of the Mortgagee enter into any onerous or restrictive obligations affecting any of the same.
- 2 Property outgoings: Punctually pay, or cause to be paid, and indemnify the Mortgagee and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.
- 3 Possession of Property: Not without the prior consent in writing of the Mortgagee:
 - 3.1 dispose of the Property or any part of it or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things); or
 - 3.2 permit any person to be registered (jointly with the Mortgagor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition of those Acts; or
 - 3.3 enter into any onerous or restrictive obligations affecting the whole or any part of the Property, or create or permit to arise any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property, or jeopardise or otherwise prejudice the security held by the Mortgagee or the effectiveness of the security created by this Legal Charge.
- 4 Jeopardy: Not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Mortgagee of any of the Charged Assets.
- 5 Orders and proposals: Within fourteen days of receipt send to the Mortgagee copies and if required the originals of any notice or order (or proposal for the same) given issued or made to the Mortgagor by any local or other authority whether under the Town and Country Planning Acts or otherwise relating to the Property and also without delay comply with any such notice or order.
- 6 Encumbrances and disposals: Not (without the prior written consent of the Mortgagee) create or purport to create or permit to subsist any mortgage, debenture,

charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets.



EXECUTED as a DEED

By on behalf of
GLEESON REGENERATION LIMITED
in the presence of:

...STEVE GAMS...
The old stable, New Rd,
Woolley, Wakefield WF4 2JN

EXECUTED AS A DEED

By JAMES ALEXANDER KIRKWOOD
In the presence of :

.....

.....

.....

EXECUTED AS A DEED

By RICHARD MICHAEL KIRKWOOD
In the presence of :

.....

.....

.....

EXECUTED AS A DEED

By NICHOLAS CHARLES KIRKWOOD
In the presence of :

.....

.....

.....



Key

- ☐ Area 1 - Free From Charge
- ☐ Area 2 - Charge 1
- ☐ Area 3 - Charge 2

[Handwritten signature]

Rev	Comments	Date
A	Revised to suit latest title plan	12.10.21

gleeson

Gleeson (Yorkshire East)
1st Floor, Prince House, Queensway Court
Arkwright Way, Scunthorpe DN16 1AD
01724 759740 www.gleesonhomes.co.uk

Hollym Road, Withernsea

Charge Plan

Scale	1:1250 @ A3	Date	15.06.21	Drawn	DJ	Checked	DJ
Project No	3141-06-08	Author	A				