



Registration of a Charge

Company Name: **GLEESON REGENERATION LIMITED**

Company Number: **03920096**



Received for filing in Electronic Format on the: **03/04/2023**

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Details of Charge

Date of creation: **30/03/2023**

Charge code: **0392 0096 0055**

Persons entitled: **LEEDS CITY COUNCIL**

Brief description: **LAND AND BUILDINGS KNOWN AS THE LAND LYING TO THE SOUTH OF WYKEBECK AVENUE, LEEDS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER YY99047 AS SHOWN COLOURED BLUE AND HATCHED YELLOW ON THE PLAN AT SCHEDULE 3 OF THIS LEGAL CHARGE. LAND AND BUILDINGS KNOWN AS LAND ON THE WEST SIDE OF HALTON MOOR AVENUE, LEEDS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WYK836975 AS SHOWN WITHIN THE LAND EDGED RED SHADED WHITE AND HATCHED ORANGE ON THE PLAN AT SCHEDULE 3 OF THIS LEGAL CHARGE. LAND AND BUILDINGS KNOWN AS LAND AT HALTON MOOR AVENUE, LEEDS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WYK872133 AS SHOWN WITHIN THE LAND EDGED RED, SHADED WHITE AND HATCHED ORANGE ON THE PLAN AT SCHEDULE 3 OF THIS LEGAL CHARGE.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW JACKSON SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3920096

Charge code: 0392 0096 0055

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2023 and created by GLEESON REGENERATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2023 .

Given at Companies House, Cardiff on 6th April 2023

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

30th March

2023

GLEESON REGENERATION LIMITED
as Chargor

and

LEEDS CITY COUNCIL
as Chargee

**CHARGE BY WAY OF LEGAL
MORTGAGE**

This Deed is made on

30th March

2023

Between

- (1) **Gleeson Regeneration Limited** incorporated and registered in England and Wales with company number 03920096 whose registered office is at 6 Europa Court, Sheffield Business Park, Sheffield, S9 1XE (**Chargor**); and
- (2) **Leeds City Council** of Civic Hall, Calverley Street, Leeds LS1 1UR (**Chargee**).

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Adjoining Land: means all and any part of the land coloured blue but not hatched yellow and the land edged red but not hatched yellow on the appended plan and which land adjoins the Property and which is vested in the Chargor and references to the Adjoining Land include where relevant any part of such land

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

Buyer means the Chargor

Deed of Priority means the deed of priority dated on or about the date of this Deed made between the Chargor, the Chargee and Network Rail Infrastructure Limited (Network Rail)

Enforcement Event means any of the following events or circumstances:

- (a) the Chargor does not pay on the due date:
 - (i) the deferred consideration pursuant to the Sale Agreement
 - (ii) any interest payable pursuant the Sale Agreement or
 - (iii) any amount owing or incurred by the Chargor to the Chargee under this Deed
- (b) any Secured Property becomes subject to any forfeiture or execution, distress, sequestration or other form of process
- (c) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to any Secured Property
- (d) the Chargor ceases or threatens to cease to carry on its business or a significant part of it (except as part of a solvent reconstruction approved by the Chargee) or suspends or threatens to suspend payment of its debts or is unable or is deemed to be unable to pay its debts within the meaning of Section 123 (1) of the Insolvency Act 1986

- (e) a proposal is made or a nominee or supervisor is appointed for the Chargor for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt
- (f) any step is taken (including, without limitation, the making of an application or the giving of any notice) to appoint an administrator in respect of the Chargor
- (g) any steps are taken (including, without limitation, the making of an application or the giving of any notice) to wind up or dissolve the Chargor or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer in respect of the Chargor or any part of its undertaking or assets or any analogous procedure or step is taken in any jurisdiction
- (h) any event occurs or proceedings are taken in respect of the Chargor in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in paragraphs (d) to (g) (inclusive) above
- (i) the Chargor fails to comply with any term, condition, covenant or provision or to perform any of its obligations under this Deed or
- (j) any provision of this Deed is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground)
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers) and
- (c) land (including, without limitation, land under water)

Environmental Law all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment

Environmental Licence any authorisation, permit or licence necessary under Environmental Law in respect of any part of the Properties

Fixtures means, in respect of any Secured Properties, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Properties

Party means a party to this Deed

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.

Properties means the properties described in Schedule 1 (Properties)

Receiver means any receiver, manager or administrative receiver appointed by the Chargee in respect of the Chargor or any of the Secured Assets

Relevant Policies means all policies of insurance present and future relating to the Secured Assets in which the Chargor has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Sale Agreement means the contract for sale dated on or around the date of this Deed entered into between Network Rail Infrastructure Limited, Gleeson Regeneration Limited and Leeds City Council

Secured Assets means the assets and undertaking of the Chargor which are the subject of any Security created by, under or supplemental to, this Deed in favour of the Chargee

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred to the Chargee by the Chargor in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, under or in connection with clause 23.1 of the Sale Agreement or this Deed together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Chargee in connection with the Sale Agreement and/or this Deed

Secured Properties means, at any time, the Properties and all other freehold, leasehold or commonhold Properties which is subject to any Security created by, under or supplemental to, this Deed

First Legal Charge means a legal charge entered into on or around the date of this Deed between the Chargor and Network Rail in relation to the Properties.

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

Security Period means the period beginning on the date of this Deed and ending on the date on which the Chargee is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full

1.2 Interpretation

(a) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan;

- (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and
- (c) An Enforcement Event is "continuing" when it has not been waived in writing by the Chargee.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in the Sale Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in the Sale Agreement the consent of any person who is not a Party is not required to rescind or vary this Deed or any other document entered into under or in connection with it.

1.4 Incorporated terms

The terms of the Sale Agreement and of any side letters relating to the Sale Agreement and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Properties (Miscellaneous Provisions) Act 1989.

1.5 Deed of Priority

This Deed is subject to the terms of the Deed of Priority.

2 Covenant to pay

The Chargor covenants with the Chargee to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Sale Agreement.

3 Charging provisions

3.1 General

All Security created by the Chargor under clauses 3.2 to 3.4 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Chargee.

3.2 Legal mortgages

The Chargor charges by way of legal mortgage the Properties and all Fixtures on the Properties.

3.3 Assignments

The Chargor assigns the Relevant Policies but shall remain liable to perform all its obligations under the each Relevant Policy.

3.4 Fixed charges

The Chargor charges by way of second fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold Property now or subsequently owned by it (other than any freehold, leasehold or commonhold Properties effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Fixtures on each such Properties;
- (b) the proceeds of sale of its Secured Properties and all licences to enter on or use any Secured Properties;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Properties; and
- (d) to the extent that any legal mortgage in clause 3.2 or any assignment in clause 3.3 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

4 Representations and warranties

4.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 4 (Representations and warranties) to the Chargee on the date of this Deed and the representations and warranties are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition provided that the representations and warranties are not given to the extent that:

- (a) they relate to any period prior to the date of this Deed or anything which first occurred prior to the date of this Deed; and
- (b) any third party action or inaction would amount to a breach of the representations and warranties had they (but for this clause 4.1(b)) been given.

4.2 No Security

The Properties are free from any Security other than:

- (a) the Security created by this Deed; and
- (b) the Security created by the First Legal Charge.

4.3 No adverse claims

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to affect the Chargor have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.

4.4 Power and authority

The Chargor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Sale Agreement and this Deed.

4.5 No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in the Properties (save as set out in the transfer of the Properties to the Buyer pursuant to the Sale Agreement) and the entry into this Deed by the Chargor does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

4.6 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

4.7 Information

All information supplied by the Chargor in connection with this Deed and the Sale Agreement was true and accurate as at the date it was provided or as at any date at which it was stated to be given.

4.8 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is, and will continue to be, effective security over all and every part of the Properties in accordance with its terms.

4.9 No breach of laws

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

5 Property Covenants

5.1 No restrictive obligations

The Chargor shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of the Properties or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Properties.

5.2 Proprietary rights

The Chargor shall procure that, no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Properties, without the prior written consent of the Chargee.

5.3 Environmental matters

The Chargor must:

- (a) comply with and must ensure that any relevant third party complies with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Licences applicable to it or to each of the Properties; and
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Properties,
- (d) where failure to do so constitutes or is reasonably likely to constitute an Enforcement Event or result in any liability for the Chargee.

5.4 Insurances

The Chargor must ensure that at all times insurances are maintained in full force and effect which:

- (i) insure the Chargor in respect of its interests in each Property;
 - (ii) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage for a property of the type of the Properties;
 - (iii) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
 - (iv) provide cover against acts of terrorism, including any third party liability arising from such acts;
 - (v) include property owners' public liability and third party liability insurance; and
 - (vi) insure such other risks as a prudent company or other person in the same business as the Chargor would insure.
- (b) The Chargor must promptly notify the Chargee of:
- (i) the proposed terms of any future renewal of any of the insurances;

- (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the insurances made or, to its knowledge, threatened or pending; and
- (iii) any claim, and any actual or threatened refusal of any claim, under any of the insurances.

5.5 Notices or claims relating to the Properties

- (a) The Chargor shall:
 - (i) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (**Notice**) that specifically applies to the Properties, or to the locality in which it is situated, within 10 Business Days after becoming aware of the relevant Notice; and
 - (ii) promptly, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee thinks fit.
- (b) The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Properties.

5.6 Inspection

The Chargor shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect the Properties on reasonable prior notice.

5.7 VAT option to tax

The Chargor shall not, without the prior written consent of the Chargee (not to be unreasonably withheld or delayed):

- (a) exercise any VAT option to tax in relation to the Properties; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Chargee in writing, before the date of this Deed.

6 Continuing security

6.1 Continuing security

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

6.2 Recourse

The Security constituted by this Deed:

- (a) is in addition to any other Security which the Chargee may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Chargee.

7 Negative pledge

The Chargor shall not create or permit to subsist any Security over any of the Secured Assets other than the First Legal Charge.

8 Restrictions on disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of all or any part of any Secured Assets.

9 Further assurance

9.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require) in favour of the Chargee or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law;
- (b) to confer on the Chargee Security over any of the Secured Assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Enforcement Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

9.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee by or pursuant to this Deed.

9.3 Any document required to be executed by the Chargor under this clause 9 will be prepared at the cost of the Chargor.

10 Land Registry

10.1 Application for restriction

- (a) In relation to land and buildings comprised within the Secured Assets situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land

Registrar for registration of a restriction on the register of title of all such present and future registered freehold, leasehold or commonhold property (and any unregistered property subject to compulsory first registration at the date of this Deed) in the following Land Registry standard form:

"No disposition of that part of the registered estate shown coloured blue and hatched yellow on the plan attached to the charge dated 30th March 2023 in favour of Leeds City Council 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 30th March 2023 in favour of Leeds City Council referred to in the charges register or their conveyancer."

- (b) The Chargor confirms that so far as any of the Secured Properties is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

11 Notices of assignments and charges – insurance policies

11.1 The Chargor shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 2 to each insurer under each Relevant Policy that the Chargor has assigned to the Chargee all its right, title and interest in that Relevant Policy.

11.2 The Chargor shall give the notices referred to in clause 11.1:

- (a) in the case of each Relevant Policy subsisting at the date of this Deed, on the date of this Deed; and
- (b) in the case of each Relevant Policy coming into existence after the date of this Deed, on that Relevant Policy being put on risk.

11.3 The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 2 within 5 Business Days of that notice being given.

12 Security power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 12.

13 Enforcement of security

13.1 When security is enforceable

On the occurrence of any Enforcement Event which is continuing, the Security created by and under this Deed is immediately enforceable.

13.2 Acts of enforcement

The Chargee may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Properties Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets;
- (d) if permitted by law, appoint an administrator in respect of the Chargor and take any steps to do so;
- (e) exercise its power of sale under section 101 of the Law of Properties Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of the Chargor.

13.3 Statutory powers - general

- (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 Deed.
- (b) Section 103 of the Law of Properties Act 1925 and section 93 of the Law of Properties Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) The statutory powers of leasing conferred on the Chargee are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Properties Act 1925, the Chargee is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Properties Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

13.4 Contingencies

If the Chargee enforces the Security constituted by or under this Deed at a time when no amounts are due to it under the Sale Agreement but at a time when amounts may or will become so due, the Chargee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

13.5 Mortgagee in possession - no liability

Neither the Chargee nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

13.6 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Chargee may, at the sole cost of the Chargor (payable to the Chargee on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor.

14 Receiver

14.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this Deed is enforceable, the Chargee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13.2(c) (Acts of enforcement).
 - (ii) At any time, if so requested in writing by the Chargor, without further notice, the Chargee may appoint a Receiver to all or any part of the Secured Assets as if the Chargee had become entitled under the Law of Properties Act 1925 to exercise the power of sale conferred under the Law of Properties Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Chargee be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:
 - (i) obtaining a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

14.2 Removal

The Chargee may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

14.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Properties Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 14.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of the Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of the Chargor:
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) Carry on business

A Receiver may carry on the business of the Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such authorisations as he considers in his absolute discretion appropriate.

(d) Compromise

A Receiver may 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 Chargor or relating in any way to any Secured Asset.

(e) **Delegation**

A Receiver may delegate his powers in accordance with clause 15 (Delegation).

(f) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Chargor.

(g) **Leases**

A Receiver may let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

(h) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

(i) **Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.

(j) **Protection of assets**

A Receiver may, in each case as he may think fit:

- (i) make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;
- (ii) commence and/or complete any building operations on the Secured Properties or other Secured Asset; and
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

(k) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(l) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Properties may be severed and sold separately from the Properties containing them without the consent of the Chargor.

(m) **Subsidiaries**

A Receiver may form a subsidiary of the Chargor and transfer to that subsidiary any Secured Asset.

(n) **Deal with Secured Assets**

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(p) **Acquire land**

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(q) **Development**

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real Properties comprised in the Secured Properties and do all acts and things incidental to the Secured Properties.

(r) **Landlord's obligations**

A Receiver may on behalf of the Chargor and without consent of or notice to the Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Properties.

(s) Uncalled capital

A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital.

(t) Incidental matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 14.

14.4 Remuneration

The Chargee may from time to time fix the remuneration of any Receiver appointed by it.

15 Delegation

15.1 The Chargee and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Chargee and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Chargee and Receiver (as appropriate) may think fit.

15.2 The Chargee and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

16 Application of monies

16.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Properties Act 1925 shall not apply to a Receiver appointed under this Deed.

16.2 All monies received by the Chargee or any Receiver under this Deed shall be applied in the following order:

- (a) in discharging any sums owing to the Chargee, any Receiver or any delegate;
- (b) in or toward payment of the Secured Obligations; and
- (c) the balance (if any) will be applied as required by law.

16.3 The Chargee and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period

as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

17 Remedies and waivers

- 17.1 No failure to exercise, nor any delay in exercising, on the part of the Chargee or any Receiver, any right or remedy under this Deed shall operate as a waiver or any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Chargee or any Receiver shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 17.2 A waiver given or consent granted by the Chargee or any Receiver under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

18 Protection of third parties

- 18.1 No person (including a purchaser) dealing with the Chargee or a Receiver or its or his agents has an obligation to enquire of the Chargee, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Chargee or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or the Chargee.
- 18.2 The receipt of the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Chargee or any Receiver.
- 18.3 In clauses 18.1 and 18.2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

19 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Chargee.

20 Settlements conditional

- 20.1 If the Chargee (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

- 20.2 Any settlement, discharge or release between the Chargor and the Chargee shall be conditional upon no Security or payment to or for the Chargee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

21 Subsequent Security

If the Chargee receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Chargee, all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

22 Set-off

The Chargee may, set off any matured obligation due from the Chargor under the Sale Agreement (to the extent beneficially owned by the Chargee) against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 Charge of Part

23.1 in the event of:

- (a) any sale or transfer of the Adjoining Land or any part thereof by the Chargor appropriate reasonable and necessary rights for the proper use and enjoyment of:
 - (i) the Property are granted over the Adjoining Land for the benefit of the Property; and
 - (ii) the part of the Adjoining Land being transferred are granted over the Property for the benefit of such part of the Adjoining Land, or
- (b) the appointment of a Receiver or any other enforcement action being taken by the Chargee in relation to the Property appropriate reasonable and necessary rights for the proper use and enjoyment of:
 - (i) the Adjoining Land are granted over the Property for the benefit of the Adjoining Land; and
 - (ii) the Property are granted over the Adjoining Land for the benefit of the Property

and without prejudice to the general rights foregoing the rights referred to above are to include a right of way over 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);

- 23.2 at the same time as the relevant grant, exception or reservation pursuant to clause 23.1 above, appropriate covenants are entered into by the parties;

- 23.3 in the event of any sale or transfer of the Adjoining Land or any part thereof by the Chargor, the transfer shall be in the form or substantially in the form of the draft annexed hereto at Appendix 1 and for the purposes of any grant or exception or reservation of such rights affecting the Property and entering into of any appurtenant covenants as mentioned in clauses 23.1 and 23.2 is hereby consented to by the Chargee provided the same shall be in the form of Appendix 1; and
- 23.4 in the event of the appointment of a Receiver or any other enforcement action being taken by the Chargee 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 Chargee, any Receiver or the Chargor (as the case may be) and approved by the Chargee or the Chargor (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 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.

24 Planning Agreements

- 24.1 If a Planning Agreement is required, at the reasonable request of the Chargor, the Chargee (as mortgagee) shall enter into any Planning Agreement that may be required provided that:
- (a) the Chargor shall first provide the Chargee with a copy of the final draft of the Planning Agreement and any further information that the Chargee reasonably requires and the Chargee consents to being a party to the Planning Agreement having reviewed such information (such consent not to be unreasonably withheld or delayed);
 - (b) the Chargor shall keep the Chargee indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising as a result of the Planning Agreement; and
 - (c) the Chargee shall only be a party for the purpose of giving its consent as mortgagee and it shall not assume any further liabilities or obligations under the Planning Agreement.

25 Notices

- 25.1 Any notice or demand to the Chargee required to be given, made or served for any purposes under this Deed shall be treated as effectively given, made or served if and only if addressed to the Chargee and served by recorded delivery or registered post upon the Chargee at its registered office from time to time. In addition to service by recorded delivery or registered post,
- 25.2 Any notice or demand to be given, made or served by the Chargee to any other party to this Deed for any purposes under this Deed shall be given, made or served by delivering it to the address identified with its name below (or such other address in the United Kingdom as is notified to the other parties for this purpose in accordance with the terms of this Deed) by

recorded delivery or registered post or by facsimile on such facsimile numbers as shall have been notified (in accordance with this clause) to the other parties to this Deed.

25.3 Any notice sent by facsimile in accordance with clause 25.2 shall be deemed to have been given, made or served 2 hours after despatch provided that despatch is before 3.00 p.m. (local time at the place of destination) on any working day and in any other case at 10.00 a.m. (local time at the place of destination) on the next working day after despatch.

25.4 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter.

26 Assignment

The Chargee may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it.

27 Releases

Upon the expiry of the Security Period, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed; and
- (b) the Secured Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

28 Currency

If a payment is made to the Chargee under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Chargee may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

29 Certificate and determinations

Any certificate or determination by the Chargee of a rate or amount under this Deed, is in the absence of a manifest error, conclusive evidence of the matters to which it relates.

30 Counterparts

This Deed or any document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

31 Governing law

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

32 Enforcement

32.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 32 is for the benefit of the Chargee. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

32.2 Service of process

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 32.2.
- (b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clause 25 (Notices) of this Deed.

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed.

Schedule 1

Properties

Registered Land

Country and District (or Address or Description London Borough)	Title Number
Such part of the freehold property known as the land lying to the south of Wykebeck Avenue, Leeds registered with title absolute at the Land Registry under title number YY99047 as coloured blue and hatched yellow on the plan at Schedule 3	YY99047
Such part of the freehold property known as Land on the West side of Halton Moor Avenue, Leeds registered with title absolute at the Land Registry as within the land edged red shaded white and hatched orange on the plan at Schedule 3 (Main Leeds Title)	WYK836975
Such part of the freehold property known as land at Halton Moor Avenue, Leeds registered with title absolute at the Land Registry under title number WYK872133 as within the land edged red, shaded white and hatched orange on the plan at Schedule 3. For the avoidance of doubt, such land is between the Main Leeds Title and the adopted public highway (the highway being identified by the red shading on the plan at Schedule 4).	WYK872133

Schedule 2

Relevant Policies

Part 1 - Form of notice of assignment

To: [insurer]

Dated: ♦

Dear Sirs

The insurance policies described in the attached schedule (Relevant Policies)

We hereby notify you that we have assigned to Leeds City Council (**Chargee**) all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Chargee relating to the Relevant Policies (or any of them);

2 to pay all sums payable in respect of [the loss of rent insurance] directly into our account at:

Bank: ♦
Account number: ♦
Sort code: ♦,

(**Rent Account**) or such other account as the Chargee may specify from time to time; and

3 to pay all [other] sums payable by you under the Relevant Policies (or any of them) into our account at:

Bank: ♦
Account number: ♦
Sort code: ♦,

or such other account as the Chargee may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Chargee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of it or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦ Limited

The Schedule

Date of policy	Insured	Policy type	Policy number
◆	◆	◆	◆

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Leeds City Council
Legal Services
Civic Hall
Calverley Street,
Leeds

To: *[name of Chargor]* (Chargor)
[address]

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- 1 there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- 2 we have noted the Chargee's interest as mortgagee and first loss payee on each Relevant Policy;
- 3 we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Chargee;
- 4 we shall act in accordance with the Notice;
- 5 as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- 6 we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of it or in connection with it) are governed by English law.

For and on behalf of
[insurance company]

Schedule 3

Plan (Charge Plan)



Schedule 4

Plan (Highway Plan)



Scale:
1:3,000

Email:
streetregistry
@leeds.gov.uk

Online:
[www.leeds.gov.uk/
streetregister](http://www.leeds.gov.uk/streetregister)

Printed on
09/10/2018

SIGNATORIES TO THE DEED

Executed as a deed by)
Gleeson Regeneration Limited)
acting by a director in the presence of) Director

Signature of witness

Name H. RANDERSON

Address 135 DERRYSHIRE LANE
SHEFFIELD, S8 9EQ

Address: 6 Europa Court, Sheffield Business
Park, Sheffield, S9 1XE

Fax:

Attention:

Executed as a Deed by affixing the common)
seal of **Leeds City Council**)
in the presence of:)

Name:

Job Title:

Signature:

APPENDIX 1

Transfer

Land Registry

Transfer of part of registered title(s)

OPEN SPACE VERSION

TP1

V9 (OPEN SPACE - OCT 16)

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: **
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: **
3	Property: PLOT ** The property is identified <input checked="" type="checkbox"/> on the attached plan NUMBERED 1 and shown: EDGED RED <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: **GLEESON DEVELOPMENTS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: **00848808 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: ** <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

**

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): £** (**), of which £** (**) has been paid in cash and the balance of £** (**) has been allowed by the Transferor to the Transferee **as a discount**as a contribution towards **; the receipt and satisfaction of the cash payment is hereby acknowledged

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

IN this Transfer (where the context so permits) :-

- a) the expression "the Plot" means the land hereby transferred and each and every part thereof
- b) the expression "the Property" means the buildings erected on the Plot or any part thereof
- c) the expression "the Estate" means the land comprised in the Transferors building estate known as ** each and every part thereof being all the land in respect of which the Transferor is or was the Registered Proprietor under the Title Number above referred to
- d) the expression "the Remainder of the Estate" means the estate with the exception of the plot
- e) the expression "the Adjoining Land" means any other plots on the estate which adjoin the plot

- f) the expression "the Perpetuity Period" means the period of eighty years commencing on the **
- g) the expression "the Estate Services" means all and any sewers drains watercourses channels gas and water pipes electricity and telephone cables and wires and ancillary connections inspection chambers and other apparatus laid or to be laid within the perpetuity period in under over or upon the Estate including for the avoidance of doubt any such which are now or in the future come to be publicly adopted
- h) the expression "the Easement Strip" means that area of land shown hatched pink on Plan 1 (if any)
- i) the expression "the Existing Sewer" means that area of land shown hatched orange on Plan 1(if any)
- j) the expression "the Highway Verge" means that area of land shown cross-hatched green on Plan 1 (if any)
- k) the expression "the Shared Driveway" means that area of driveway shown hatched yellow on Plan 1 (if any)
- l) the expression "the Shared Footway" means the footpath shown hatched green on Plan 1 (if any)
- m) the expression "the Visitor Parking Spaces" means the area of communal parking shown on Plan 1 edged green and marked with the letters "V.P" (if any)
- n) the expression "Plan 1" means the plan annexed to this transfer and marked Plan 1.
- o) the expression "Plan 2" means the plan annexed to this transfer and marked Plan 2.
- p) the expression "the Transferor" shall where the context so admits include the successors in title of the Transferor and any other person or persons appointed by them
- q) the expression "the Transferee" shall where the context so admits include the successors in title of the Transferee
- r) the singular includes the plural and the masculine includes the feminine and all agreements or covenants contained or referred to herein of more than a single person are or shall be joint and several agreements or covenants

THE Transferor hereby transfers the Plot TOGETHER WITH the rights set out in the First Schedule hereto but EXCEPTING AND RESERVING unto the Transferor or other the owner or owners for the time being of the Remainder of the Estate the rights set out in the Second Schedule hereto and ****[Protected Strip only]** SUBJECT TO the provisions in favour of the Undertaker, as set out in the Fifth Schedule hereto and further****** ****[Existing Sewer only]** SUBJECT TO such rights as may exist for the relevant authority for the route of an Existing Sewer which crosses the Plot ****[Services Easement only]**

SUBJECT TO such rights as may exist for the relevant authority for the route of services which cross the Plot within the Easement Strip) SUBJECT TO the rights declarations covenants and other matters (if any) referred to in the Property Register and the Charges Register of the title above-mentioned so far as the same relate to the plot and are still subsisting and capable of being enforced

WITH the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee HEREBY COVENANTS with the Transferor that he will observe and perform the said covenants referred to in the Charges Register (so far as aforesaid) and will indemnify the Transferor against all liability in respect thereof

FOR the benefit and protection of the Remainder of the Estate and each and every part thereof capable of being benefited thereby and so as to bind so far as may be the Plot into whosoever hands the same may come the Transferee HEREBY COVENANTS with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the covenants restrictions stipulations and conditions set out in the Third Schedule and the Fourth Schedule (** *Protected Strip only* and the Fifth Schedule **) hereto

IT IS HEREBY AGREED AND DECLARED as follows:-

- a) The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air or otherwise (except as by this Transfer expressly granted) which would restrict or otherwise interfere with the free use or enjoyment of the Remainder of the Estate for building or for any other purposes and that any enjoyment of light or air now or hereafter received by the Transferee from or over the Remainder of the Estate shall be deemed to be received by the licence or consent of the Transferor and not as of right
- b) Any wall fence or hedge erected which shall separate the buildings now or hereafter to be erected on the Plot from adjoining buildings now or hereafter to be erected on the Adjoining Land shall after erection be deemed to be a party wall fence or hedge and shall be maintained and repaired accordingly
- c) All spouts gutters fall pipes water pipes cisterns passages drains and cables and all other matters and things now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Plot and of any other land included in the Estate shall continue to be so used and enjoyed

and shall be repaired and maintained at the fair and proportionate expense of the owners of the lands entitled to use the same

- d) That the fences house and garage walls now constructed or to be constructed (but not later than the Perpetuity Period) separating the Plot from the Adjoining Land of the Transferor shall (when made) be deemed to be party structures to be repaired accordingly and the rights and liabilities thereof shall be in accordance with Section 38(1) of the Law of Property Act 1925

THE Transferor expressly reserves the right from time to time to make any alterations in the mode of laying out the Estate and in the number and area of the Plots and to release waive or vary in favour of the owner or owners from time to time of any part of the Estate (including the Plot) any of the covenants restrictions stipulations and conditions entered into or to be entered into in any manner it may deem desirable

THE Transferor HEREBY COVENANTS with the Transferee that it will when called upon by the appropriate authority so to do at its own expense construct the estate roads and footpaths on the estate so far as they are co-extensive with the Plot and will complete all sewers (both foul and stormwater) on the Estate serving the Plot and will maintain the same respectively until taken over by the said Local Authority and will indemnify the Transferee from and against all costs charges claims or demands for constructing and maintaining the said roads and footpaths and the said sewers so far as the same are co-extensive with the Plot and (in the case of the said sewers) serve the Plot to the satisfaction of the appropriate Authority

THE Transferor and the Transferee HEREBY APPLY to the Registrar to enter in the Register such of the rights exceptions reservations covenants restrictions stipulations and conditions as are capable of registration

For the purposes of calculating what a "fair proportion" of the costs of maintaining the Shared Driveway or the Shared Footway or the Visitor Parking Spaces the figure shall be arrived at by dividing the cost or expense in question between the total number of properties on the Estate benefiting from or entitled to use the Shared Driveway or the Shared Footway or the Visitor Parking Spaces as the case may be

(Rights Granted to the Transferee)

- a) The right at all times and for all usual and reasonable purposes to go and return with or without vehicles from and to the Plot over and along all roads and on foot only over and along all footpaths now constructed or to be constructed on the Estate within the Perpetuity Period and intended to be taken over by the Local Authority and maintained at the public expense until such time as the said roads and footpaths are taken over by the Local Authority
- b) The right to receive water electricity gas and telephone and other appropriate services and to the passage of water and soil through the Estate Services
- c) If a garage ("the Adjoining Garage") is now or shall at any time within the Perpetuity Period be erected on the Adjoining Land against the boundary of the Plot the right for the Transferee to break into and build onto the wall of the Adjoining Garage for the sole purpose of erecting a garage ("the Transferee's Garage") on the Plot contiguous to the Adjoining Garage making good at his own expense any damage to the adjoining garage to the reasonable satisfaction of the owner thereof TOGETHER WITH a right of support for the walls and eaves of the Transferee's garage
- d) The right so far only as may be reasonably necessary to enter on the Remainder of the Estate for the purposes of laying maintaining replacing inspecting and connecting into the Estate Services and for renewing repairing decorating and inspecting any buildings for the time being on the Plot PROVIDED that the Transferee makes good all damage which may be done in the exercise of this right at his own cost and without unnecessary delay
- e) The right of overhanging and underdrawing any adjoining part of the site in respect of any eaves gutters and rainwater pipes oriel windows or foundations of the Property which are now constructed or may at any time within the Perpetuity Period be constructed on the Plot and which extend over such Adjoining Land beyond the boundaries of the Plot
- f) Subject to the provisions of paragraph 8 of the Fourth Schedule the right for the Transferee to use the Amenity Areas.
- g) The right if required to enter upon the Adjoining Land for the purpose of obtaining access to the service meters attached to the outside wall of the Property on the Plot to enable maintenance

repair and reading of the service meters

- h) Full right and liberty at all times hereafter and for all purposes of access to and egress from the Plot with or without vehicles along, over and upon the part of the Shared Driveway, which serves the Plot, but which falls outside the Plot and over which a right is reasonably necessary to pass to and from the Plot subject to the Transferee paying a fair proportion of the proper costs of maintenance, repair and renewal of the Shared Driveway.
- i) A right of way on foot only and at all times hereafter and for all purposes of access to and egress from the Plot along, over and upon that part of the Shared Footway, which serves the Plot, but which falls outside the Plot and over which a right is reasonably necessary to pass to and from the Plot, subject to the Transferee paying a fair proportion of the proper costs of maintenance, repair and renewal of the Shared Footway.
- j) The right to permit a visitor to the Plot (but not a person resident in the Property) to use the Visitor Parking Spaces for the parking of visitor's motor cars for short term parking only not exceeding 2 days in any period of 14 days, subject in each case to:-
 - (i) such space being available;
 - (ii) to any regulations, which may be made by the Transferor; and
 - (iii) the Transferee paying a fair proportion of the proper costs of maintenance repair and renewal of the Visitor Parking Spaces

THE SECOND SCHEDULE before referred to
(Rights Excepted and Reserved to the Transferor)

- a) The right to receive water electricity gas telephone and other appropriate services and to the passage of water and soil through the estate services
- b) If the Transferees Garage is now or shall at any time within the perpetuity period be erected against the boundary of the adjoining land the right to break into and build onto the wall of the Transferees Garage for the sole purpose of erecting a garage ("the Adjoining Garage") contiguous to the Transferees Garage the person exercising such right making good at his own expense any damage to the Transferees Garage to the reasonable satisfaction of the Transferee TOGETHER WITH a right of support for the walls and eaves of the Adjoining Garage
- c) The right within the Perpetuity Period to enter onto the Plot for the purposes of tying into, building onto or affixing against the

walls or other structures belonging to the Plot to facilitate the erection of boundary walls, fences, gates and posts ("the Structures") for the benefit of the Remainder of the Estate and Adjoining Land and together with a right of support for the Structures and thereafter such access as is required to repair renew and maintain. The person exercising such right making good at his own expense any damage caused to the Transferees walls or other structures to the reasonable satisfaction of the Transferee

- d) The right so far only as may be reasonably necessary to enter on the Plot for the purposes of laying maintaining replacing inspecting and connecting into the Estate Services and for renewing repairing decorating and inspecting any buildings for the time being on the adjoining land and carrying out any other works of construction or maintenance that are required to be carried out by the Transferor in relation to an adjoining or neighbouring plot in relation to the development of the Estate PROVIDED that the person exercising such rights makes good all damage which may be done at his own cost and without unnecessary delay
- e) The right to enter onto the Plot and to plant on the Plot any trees and/or shrubs in accordance with the requirements of the local authority PROVIDED that the Transferor or other the person so entering makes good all damage which may be done in the exercise of these rights at his or their own cost and without unnecessary delay
- f) The right without obtaining the consent of or making compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the Plot to deal in any manner whatsoever with the remainder of the Estate and to erect and maintain or suffer to be erected and maintained thereon any buildings or other erections whatsoever whether such buildings or other erections shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by or in respect of the Plot or any buildings or other erections for the time being thereon
- g) The right to erect and place scaffolding on the Plot to accommodate construction of the properties on the Adjoining Land
- h) The right of overhanging and underdrawing in respect of any eaves gutters rainwater pipes oriel windows and foundations which are now constructed or may at any time within the Perpetuity Period be constructed and which extend over the Plot beyond the boundaries of any adjoining part of the site
- i) The right if required to enter on the Plot for the purpose of

obtaining access to the service meters attached to the outside wall of the properties on the Adjoining Land to enable maintenance repair and the reading of the service meters

- j) A right of way for the owners or occupiers for the time being of the adjoining or neighbouring properties on the Estate who may require to exercise it with or without vehicles and at all times hereafter and for all purposes of access to and egress from those adjoining or neighbouring properties along, over and upon the Shared Driveway serving the adjoining property or along, over and upon such part of it, as falls within the Plot, subject to any adjoining or neighbouring properties exercising such rights paying a fair proportion of the proper cost of maintaining, repairing, and renewing the Shared Driveway.
- k) A right of way for the owners or occupiers for the time being of the adjoining or neighbouring properties on the Estate who may require to exercise it on foot only and at all times hereafter and for all purposes of access to and egress from those adjoining or neighbouring properties along, over and upon the Shared Footway serving the adjoining property or along, over and upon such part of it, as falls within the Plot subject to any adjoining or neighbouring properties exercising such right paying a fair proportion of the proper cost of maintaining, repairing and renewing the Shared Footway.
- l) A right for the owners or occupiers for the time being of the adjoining or neighbouring properties on the Estate who may require to exercise it with or without vehicles and at all times hereafter over and upon the Visitor Parking Spaces serving the adjoining property or over and upon such part of it, as falls within the Plot subject any adjoining or neighbouring properties exercising such rights paying a fair proportion of the proper cost of maintaining repairing and renewing the Visitor Parking Spaces.

THE THIRD SCHEDULE before referred to
(Covenants Restrictions Stipulations and Conditions
to be Observed and Performed by the Transferee)

1. Not to erect any fences nor to plant any hedges or rows of shrubs on any part of the Plot or the Estate lying between the property erected or to be erected on the Plot and the road without prior written consent of the Transferor
2. Not to use the Plot or the property for the time being erected thereon for any other purpose than as a private dwellinghouse or bungalow with usual outbuildings
3. Not to demolish or substantially demolish the Property or any outbuildings without the consent of the Transferor

4. Not to erect any new building or structure of any kind over or within three feet of any private sewer in over or under the Plot nor to cover or otherwise obstruct any access or inspection chamber for such drain or sewers or the means of access thereto unless permission for such works is given as part of an approval under the Building Regulations or any replacement thereof
5. Not at any time now or in the future to construct any building or erection of any kind whatsoever other than one garden shed and one greenhouse each measuring no more than 2 metres x 3 metres on the plot without first obtaining the prior written consent of the Transferor and to pay the Transferor's reasonable administration fees in respect of this consent.
6. Not to remove or damage any trees and/or shrubs which may be planted on the Plot in accordance with the requirements of the local authority and to replace any such trees or shrubs which may die
7. To keep the gardens and grounds of the Plot tidy and in good order
8. Not to do or cause or permit anything to be done on the Plot or the Estate which may be or become a nuisance or annoyance grievance or inconvenience to the Transferor or to the owners or occupiers of the Remainder of the Estate or which may lessen the enjoyment of the Adjoining Land or any part thereof as residential property
9. Not to keep any animals on the Plot other than domestic pets and not to use the Plot for the purposes of breeding domestic pets
10. Not to construct on the Plot an aviary dovecote or pigeon loft
11. Not to keep or suffer or permit to be kept any commercial type vehicle with a payload in excess of 780 kilograms or any lorry trailer or similar vehicle on any part of the Plot or the Estate
12. Not to deposit building or other materials on the roads or footpaths of the Estate or move or disturb the soil or surface of such roads or footpaths
13. Not to permit the front portion of the Plot between the front building line and the front boundary and in the case of a corner Plot between the front or side building lines and the front or side boundaries thereof (the "front area") to be dug up and in particular not to replace any grassed area with any hardened area or hardstanding, including gravel, or to be used as a vegetable garden or permit any washing to be hung out on such portion. The said front area must at all times be kept in a clean and tidy condition.
14. The visibility splays and service strip areas must not be cultivated other than with grass
15. To maintain that part of any grassed Highway Verge as is co-

extensive with the Property in a neat and tidy condition.

16. To promptly enter into any licence for the purposes of maintaining any grass Highway Verge as may be required by the highways or other competent authority pursuant to Section 142 of the Highways Act 1980 (as the same may be amended or re-enacted from time to time).
17. To perform and observe all conditions contained in any Planning Permission affecting the Plot
18. Not to keep any caravan, boat or motor home on the Plot for more than 15 days in any calendar year unless it is kept to the rear of the dwelling and screened behind a 1.8 metre minimum high fence in such a position that it does not become a nuisance or annoyance to the Transferor or any owner or occupier of the Remainder of the Estate
19. Not to permit any alteration to the construction of joint or private drives on the Plot including the shape or surface material without the prior written consent of the Transferor
20. Not to carry out works on the Plot that require building regulation approval without the prior written consent of the Transferor
21. Not to convert any garage on the Plot into living accommodation without the prior written consent of the Transferor
22. Not to allow a For Sale or Letting Board to be displayed on the plot until the Transferor has sold the Remainder of the Estate
23. Not at any time now or in the future to allow the Plot to be occupied by any person other than the Transferee and their immediate family or their successors in title and immediate family without the prior written consent of the Transferor
24. Not to alter the position of any of the boundary fences on the Plot without the prior written consent of the Transferor
25. Not to site a skip or any other receptacle for the disposal of rubbish on the finished surface of the highway or footpath or any other part of the Estate without the prior written consent of the Transferor before the roads are adopted by the local authority
26. Not to allow gravel or stone chippings to spill from the driveway of the Plot on to the highway or footpath prior to and after adoption by the local authority
27. Not to carry out any works or alterations on the Plot for which consent from the Transferor is required without first paying the Transferors reasonable administration fees in respect of such consent
28. Not to fix any aerial or satellite dish to the front face of the Property or where the Property is a corner plot the side face of the property fronting the road. Any mast aerial is to measure no more than 2 metres
29. Not to deposit anything on the Shared Driveway or the Shared

Footway and not to obstruct or permit the same to be obstructed at any time and not to allow any occupier or visitor to the Plot to infringe this covenant.

30. Not at any time to keep on the Visitor Parking Spaces or any other part of the Estate any commercial vehicle without the prior written consent of the Transferor, such consent which may be granted or withheld in the Transferor's absolute discretion.
31. Not at any time to keep in the Visitor Parking Spaces any boat, horse box, caravan, motor home or trailer.
32. Not to use the Visitor Parking Spaces for anything other than for visitor parking subject to compliance with paragraph i) of the First Schedule referred to above
33. ****[Existing Sewer only]** Not to erect any permanent or temporary structure or building or plant any trees or shrubs in the area hatched orange on Plan 1 annexed hereto
34. **** (Easement Strip only :** Not to erect or deposit any permanent or temporary structure or building or plant any trees or shrubs or to do or cause or permit to be done on the Easement Strip anything calculated or likely to cause damage or injury to the apparatus within the Easement Strip and take all reasonable precautions to prevent such damage or injury.

THE FOURTH SCHEDULE before referred to
(Covenants and provisions relating to the Amenity Areas)

1. In this Transfer (or lease with all relevant modifications) the following expressions shall have the following meanings respectively:

"Amenity Areas" means those parts of the Greenspace Estate which are to be transferred to Greenbelt Group comprising landscaped areas and/or areas of open space, woodland, play areas, surface water attenuation features, entrance features, boundary walls, fences, hedges, lighting bollards and associated electricity supply, and any other features to be installed by the Transferor shown for indicative purposes only and without limitation edged green on Plan 2 together with (i) any additional areas or features within the Greenspace Estate transferred to Greenbelt Group and (ii) all boundary walls within or bounding such areas, but excluding (a) all walls fences hedges or other structural boundary which forms the boundary with any dwelling on the Greenspace Estate and (b) all boundary walls forming part of any dwelling;

"Annual Management Estimate" means the sum calculated by dividing the Annual Management Cost incurred or to be incurred

during the immediately preceding Year by the total number of Greenspace Properties on the Greenspace Estate;

"Annual Management Cost" means the total annual costs and charges incurred in the relevant Year in effecting the management, maintenance and where necessary renewal of the Amenity Areas and which sum shall include without limitation:

- (a) all routine, non-routine and emergency works (including but not restricted to any element thereof specifically attributable to the cost of (i) the removal of fly tipping or other debris from any part of the Amenity Areas, (ii) capital works (including but not limited to felling) required in respect of mature trees on any part of the Amenity Areas, and (iii) rectification of damage to any part of the Amenity Areas caused as a result of vandalism or nuisance);
- (b) all reasonable fees charges and expenses incurred (including fees of professional advisers, agents or bodies instructed or employed in connection therewith and the costs and expenses of employing staff) whether directly or indirectly and reasonable estate management remuneration and charges incurred including without prejudice to the generality of the foregoing any insurance premiums and charges plus all VAT properly chargeable on such costs and charges;

"Annual Management Value" means the sum calculated by dividing the Annual Management Cost actually incurred during the relevant Year by the total number of Greenspace Properties on the Greenspace Estate;

"Annual Sum" means the greater of (a) the Initial Annual Sum and (b) the Annual Management Estimate Provided that such Annual Sum shall until **..... be no greater than £** including VAT

"Base Index Date" means **

"Due Date" means such date or dates as Greenbelt Group may in its absolute discretion specify from time to time;

"Greenspace Estate" means the land now or formerly comprised in title number ** shown indicatively edged blue on Plan 2 together with such other land as may form part of the development from time to time;

[Only if required: **"Excluded Lease"** means the grant of a shared ownership lease by a Registered Provider or of the assignment of

such a lease (but not for the avoidance of doubt the transfer of the freehold on full staircasing under such a lease), or (b) or the grant of an Assured Shorthold Tenancy of not more than 7 years by a Registered Provider, or (c) the grant of an Assured Tenancy of not more than 7 years by a Registered Provider PROVIDED THAT the Annual Sum remains payable by the Registered Provider;"]

"Greenbelt Group" means Greenbelt Group Limited incorporated under the Companies Acts (registered number SC192378) and having its registered office at McCafferty House, 99 Firhill Road, Glasgow G20 7BE or its successors in title to the Amenity Areas;

"Initial Annual Sum" means the sum of £** plus VAT or such greater sum as may be agreed between the Transferor and Greenbelt Group (subject to indexation in line with the Retail Prices Index from the Base Index Date);

"Plan 2" means the plan annexed to this transfer and marked Plan 2;

"Greenspace Property" means each individual property constructed on the Greenspace Estate which is subject to an obligation to pay an Annual Sum and "Greenspace Properties" shall be construed accordingly;

[Only if required: **"Registered Provider"** has the same meaning as given in the Housing and Regeneration Act 2008;]

"Successors" means the Transferor's successors in title to the Amenity Areas;

"Year" means any period of one year commencing on such date as Greenbelt Group may in its absolute discretion determine from time to time.

- 2 The Transferee for the benefit of the Amenity Areas and every part thereof covenants with the Transferor and its Successors to pay the Annual Sum annually in advance on the Due Date in each Year.
- 3 Where in any Year the Annual Sum exceeds the Annual Management Value for that Year the excess is to be retained by the Transferor and its Successors as an advance payment in respect of the Annual Sum due in any subsequent Years.
- 4 In the event of the Transferee failing to pay the Annual Sum

within 28 days of the Due Date (and the Annual Sum shall attract a reasonable late payment charge if not paid within 28 days of such Due Date) the Transferor and its Successors shall be entitled to sue for and to recover the same in its own name from the Transferee together with all the expenses incurred by the Transferor and its Successors (including the said reasonable late payment charge).

5 The Transferor and its Successors must within three months after the end of any Year make available, at their Registered Office, a statement of account of the Annual Management Cost in respect of that Year to the Transferee upon written request from the Transferee to examine the same.

6 The Transferee for the benefit of the Amenity Areas and every part thereof covenants with the Transferor and its Successors:

6.1 not to sell, lease or otherwise dispose of the Property (other than by way of a charge) [or other than by way of an Excluded Lease] whilst there are any arrears of the Annual Sum and without obtaining a direct covenant (in such form as the Transferor or its Successors shall first have approved) from the disponent to the Transferor or its Successors to observe and perform the Transferee's covenants contained in this Schedule; and

6.2 to serve notice in writing on the Transferor or its Successors upon the occasion of every sale lease charge or other disposal giving details of the owner or occupier or chargee of the Property and upon whom the demands for the Transferee's share of the Annual Management Cost should be made and to pay a reasonable fee for:

- (i) the registration of the same; and
- (ii) the issue of the relevant certificate of compliance, deed of covenant and any other documents required by the Transferee or disponent.

[PROVIDED THAT notice shall not be required in respect of an Excluded Lease.]

7. The Transferor and the Transferee hereby request the Land Registry to enter a restriction in the proprietorship register of the title to the Property in the following terms:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by Greenbelt Group Limited (company registration number SC192378) of McCafferty House, 99 Firhill Road, Glasgow G20 7BE and of addressforservice@greenbeltgroup.co.uk or its conveyancer that the provisions of paragraph 6 of the Fourth Schedule of the Transfer dated [] have been complied with or that they do not apply to the disposition."

8. The Transferee covenants:

- 8.1 Not to deposit refuse upon or otherwise exercise any rights which they may have over the Amenity Areas in such manner so as to cause any nuisance or prejudice to the Amenity Areas or any part thereof or to cause nuisance or annoyance to any other persons entitled to use the Amenity Areas or other persons in the locality of the Amenity Areas or to prejudice or adversely affect the efficient and economic carrying out by the Transferor or its Successors of any part of its management operations in respect thereof
- 8.2 not to damage any part of the Amenity Areas or any planting or woodland thereon;
- 8.3 not to exercise any rights of access over the Amenity Areas or any part thereof during a period where such rights may be suspended by the Transferor or its Successors at its absolute discretion during the carrying out of any works or maintenance to the Amenity Areas;
- 8.4 not to use the Amenity Areas other than on a pedestrian basis and for recreational use only;
- 8.5 not to allow dogs to foul any part of the Amenity Areas.

9. The Transferor covenants with the Transferee for the benefit of the Property and every part thereof at all times hereafter but subject to the payment of the Annual Sum promptly and diligently to carry out or procure the carrying out of the management and maintenance obligations relating to the Amenity Areas referred to at ** *(this will either be in the s106*

Agreement or planning permission for the development)
and generally with good quality materials and in a good and workmanlike manner and in accordance with good management practice and not to sell, lease or otherwise dispose of the Transferor's interest in the Amenity Areas (or any part thereof) without obtaining a direct covenant by the transferee or lessee of the same for the benefit of the Transferee and its successors in title to fully observe and perform the obligations contained in this paragraph 9 Provided That in the event that planning permission is granted for use of the Amenity Areas (or any part thereof) for a use other than public open space the obligations contained in this paragraph 9 shall cease to apply.

*****[Protected Strip only THE FIFTH SCHEDULE before referred to***
(Rights for the benefit of the Undertaker)

Definitions

"Undertaker"	means ** and its successors in title.
"the Apparatus"	means the foul and/or surface water Sewers, Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below.
"the Protected Strip"	means that strip of land shown on Plan 1 (being the plan annexed to this Transfer) and thereon hatched blue and being six metres wide and unless the contrary shall be stipulated or be clear from the drawings the Protected Strip shall lie one half to each side of the centreline of the Apparatus.
"the Dominant Tenement"	means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof.

Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- a) The right of having retaining using inspecting the condition of reconstructing replacing enlarging lining relaying altering maintaining cleansing repairing conducting improving and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal lake pond or Watercourse and the right at any time to take samples of such discharge;
- b) For the purposes hereof and in particular for the purposes mentioned in Paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land;
- c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the

beneficial use of the Protected Strip;

- d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;
- e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights;
- f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee;
- g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

Covenants

The Transferee to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

- 1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purpose that may:
 - 1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
 - 1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same.
- 2. Without prejudice to the generality of the foregoing:
 - 2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary in or upon the Protected Strip PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character
 - 2.2 not to withdraw support from the Apparatus or from the Protected Strip
 - 2.3 not to undertake or cause or permit to be undertaken any piling

or percussive works within the Protected Strip

- 2.4 not to alter the ground levels within the Protected Strip
 - 2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
 - 2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable.
 - 2.7 not to use the Protected Strip except for agricultural or horticultural purposes or as open space
 - 2.8 not to cover or obscure any manholes or chambers which form part of the Apparatus.
3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.
 4. The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.
 5. Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenants, the Apparatus shall not vest in the Undertaker until it has issued a Vesting Declaration vesting the Apparatus itself pursuant to Section 104 of the Water Industry Act 1991.**]

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a Deed by
GLEESON DEVELOPMENTS LIMITED

acting by its attorney

(Name of Attorney in block caps) (Signature of Attorney)

In the presence of:

Witness Signature : _____

Name : _____

Address : _____

Signed as a Deed by
** _____

in the presence of:

Signature of witness _____

Name (in block capitals) _____

Address _____

Signed as a Deed by
** _____

in the presence of:

Signature of witness _____

Name (in block capitals) _____

Address _____

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.