



**Registration of a Charge**

Company name: **WAINHOMES (NORTH WEST) LIMITED**

Company number: **04978580**



X79G2M9L

Received for Electronic Filing: **04/07/2018**

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**Details of Charge**

Date of creation: **22/06/2018**

Charge code: **0497 8580 0028**

Persons entitled: **JAMES BUTTERFIELD AND PETER BUTTERFIELD**

Brief description: **FREEHOLD PROPERTY OFF YEW TREE DRIVE, BLACKBURN BEING ALL OF THE LAND REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBERS LAN47939, LA559627, AND LAN168900 AND TITLE POSSESSORY UNDER TITLE NUMBER LAN141276**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**SQUIRE PATTON BOGGS (UK) LLP**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4978580

Charge code: 0497 8580 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2018 and created by WAINHOMES (NORTH WEST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2018 .

Given at Companies House, Cardiff on 6th July 2018

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 22 June 2018

WAINHOMES (NORTH WEST) LIMITED (1)

and

JAMES BUTTERFIELD AND PETER BUTTERFIELD (2)

---

LEGAL CHARGE

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Land at Yew Tree Drive, Blackburn

We hereby certify that this is a  
true and correct copy of the original

Date 03.07.2018

*Squire Patton Boggs (UK) LLP*  
SQUIRE PATTON BOGGS (UK) LLP  
6 Wellington Place  
Leeds  
LS1 4AP



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THIS DEED is dated

22 June

2018

## **PARTIES**

- (1) **WAINHOMES (NORTH WEST) LIMITED** (Company Number 4978580) whose registered office is at Kelburn Court, Birchwood, Warrington, WA3 6UT (**Chargor**); and
- (2) **JAMES BUTTERFIELD** of 131 Lammack Road, Blackburn, BB1 8LA and **PETER BUTTERFIELD** of Bullion Moss Farm, Whinney Lane, Blackburn, Lancashire, BB2 7EJ (**Chargee**).

## **BACKGROUND**

- (A) The Chargee has agreed to permit the Chargor to pay the purchase price for the Property by instalments.
- (B) The Chargor is entitled pursuant to the Transfer to be registered at the Land Registry as the owner of the Property.
- (C) This legal charge creates security which the Chargor has agreed to give the Chargee for the instalment payments outstanding in respect of the purchase price immediately following the completion of the Transfer.

## **AGREED TERMS**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this legal charge.

**Business Days:** a day (other than a Saturday or a Sunday) on which the Bank's are open for general business in London;

**Charged Property:** the Property less any parts which are the subject of a Release together with all structures on, or in course of construction on the Charged Property, all fixtures and fittings of the Chargor (including trade fixtures and fittings). References to the Charged Property shall include references to any part of it;

**Chargor's Solicitors:** Nina Chesworth, Legal Director, Wain Group, Carrington Business Park, Carrington, Manchester, M31 4DD



**Contract:** an agreement dated 29 November 2016 made between the parties to this legal charge in respect of the Property;

**Costs:** all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs;

**Delegate:** any person appointed by the Chargee or any Receiver pursuant to clause 14 and any person appointed as attorney of the Chargee, Receiver or Delegate;

**Deferred Payments:** means the Second Payment, the Third Payment and the Fourth Payment

**Dispose or Disposal:** any transfer or assent or a lease for a term in excess of 21 years;

**Event of Default:** as defined in clause 11 of this Charge;

**Fourth Payment:** shall have the meaning ascribed to it in the Contract

**LPA:** the Law of Property Act 1925;

**Prescribed Rate:** 4% above the base rate of HSBC Bank Plc from time to time;

**Planning Agreement:** any agreement or agreements entered into pursuant to section 106 of the Town and Country Planning Act 1990

**Property:** the property described in Schedule 1;

**Receiver:** a receiver and/or manager of any or all of the Charged Property appointed under clause 12;

**Release:** means together:

- (a) a Form DS3 or such other form as shall be appropriate to release the relevant part of the Charged Property from the Legal Charge; and / or
- (b) a Form RX4 or such other form as shall be appropriate to release the relevant part of the Charged Property from the restriction contained in this Legal Charge.

**Second Payment:** shall have the meaning ascribed to it in the Contract



**Secured Liabilities:** the Deferred Payments in so far as they outstanding from time to time and all other sums due to the Chargee under this Legal Charge;

**Security Interest:** any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

**Statutory Agreement:** an agreement or undertaking in respect of and affecting the Property (whether or not also affecting other property) pursuant to:

- (a) section 111 Local Government Act 1972;
- (b) sections 38 or 278 Highways Act 1980;
- (c) section 33 Local Government (Miscellaneous Provisions) Act 1982;
- (d) section 104 Water Industry Act 1991 or any other provision of similar intent to that section, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water to, or the drainage of surface or foul water from, the Property; or
- (e) the statutory requirements of an appropriate authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them.

**Statutory Undertaker:** any utility, government department or agency or any other person, company or body corporate having statutory powers including (without prejudice to the generality of the foregoing) the highway authority, the planning authority, the water company, the drainage undertaker, the gas, electricity and telecommunications suppliers and any other authority, body or company to whom the powers of any such authority, body or company are delegated;

**Third Payment:** shall have the meaning ascribed to it in the Contract

**Transfer:** a transfer of the same date as this legal charge relating to the Property and made between (1) the Chargee and (2) the Chargor;

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.



## 1.2 Interpretation

In this legal charge unless the context requires otherwise:

- 1.2.1 A reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this legal charge.
- 1.2.2 A reference to one gender includes a reference to the other gender.
- 1.2.3 Words in the singular include the plural and in the plural include the singular.
- 1.2.4 A reference to a clause or Schedule is to a clause of, or Schedule to, this legal charge and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.2.5 A reference to **this legal charge** (or any specified provision of it) or any other document shall be construed as a reference to this legal charge, that provision or that document as in force for the time being and as amended from time to time.
- 1.2.6 A reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of a person.
- 1.2.7 A reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly).
- 1.2.8 A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.2.9 A reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation.
- 1.2.10 A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.



1.2.11 An Event of Default is **continuing** if it has not been remedied to the satisfaction of the Chargee (acting reasonably) or waived.

1.2.12 Clause, schedule and paragraph headings shall not affect the interpretation of this legal charge.

### **1.3 Schedules**

The schedules form part of this legal charge and shall have effect as if set out in full in the body of this legal charge. Any reference to this legal charge includes the schedules.

## **2 COVENANT TO PAY**

### **2.1 Payment of Secured Liabilities**

The Chargor shall pay to the Chargee and discharge the Secured Liabilities when they become due for payment in accordance with the terms of the Contract (or where such monies are due hereunder in accordance with the provisions of this legal charge).

### **2.2 Payment of interest**

The Chargor shall pay interest at the Prescribed Rate on the amounts referred to in clause 2.1 from the applicable due date until the full discharge of the relevant amount so due (whether before or after judgment, liquidation, winding-up or administration of the Chargor).

## **3 GRANT OF SECURITY**

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor charges to the Chargee by way of first legal mortgage, the Charged Property.

3.2 The legal mortgage created by this deed is made with full title guarantee save for in respect of the land under title LAN141276 where it is made with limited title guarantee.

3.3 The Chargee shall not have any lien over the Charged Property for the payment and discharge of the Secured Liabilities.

## **4 LIABILITY OF THE CHARGOR**

The Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this legal charge against the Chargor.



## **5 CHARGOR'S COVENANTS**

The Chargor covenants with the Chargee in the terms set out in Schedule 2.

## **6 POWERS OF THE CHARGEЕ**

The Chargee shall have the powers set out in Schedule 3.

## **7 RESTRICTION ON TITLE**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the Property at H.M. Land Registry:

"No transfer or lease for a terms in excess of 21 years of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the legal charge dated 22 June 2018 in favour of James Butterfield and Peter Butterfield referred to in the charges register or their conveyancer."

## **8 CHARGEЕ'S COVENANTS**

### **8.1 Planning Agreements**

The Chargee shall upon being called upon the Chargor so to do enter into any Planning Agreement (but for the purpose only of giving its consent as mortgagee to the entering into of the agreement) provided that such agreement shall contain provisions that:

- 8.1.1 the agreement shall not come into effect until the relevant planning permission is granted
- 8.1.2 any obligation (other than an obligation to pay costs and fees in connection with the negotiation of any such agreement (which for the avoidance of doubt shall be the responsibility of the Chargor)) imposed by the agreement shall not take effect earlier than the commencement of the development authorised by the relevant planning permission
- 8.1.3 each owner of the Property (or any part of it) will be released from all liability under the agreement immediately following that owner disposing of its interest in the Property
- 8.1.4 the Chargee do not undertake any functions or obligations or incur any liability under the agreement unless it has taken possession of the Property.



## **8.2 Statutory Agreements**

The Chargee shall if so required by the Chargor (but for the purposes of dedication only) enter into any Statutory Agreements or any provision of similar intent which is required to procure the construction maintenance and (if applicable) adoption of the roads and sewers and the provision of services in connection with the development of the Property provided that the Chargee shall not be required to undertake any functions or obligations or incur any liability under any such agreement and shall be a party thereto purely for the purpose of confirming their consent thereto as mortgagee.

## **8.3 Easements and Wayleaves**

The Chargee shall upon being called upon by the Chargor to do so consent to the grant of any easement or wayleave or similar agreement by the Chargor in favour of a supplier of gas, water, electricity, telecommunications or drainage services, for the housing of a substation, gas governor, pumping station or similar apparatus, in order that such services may be supplied to any part of the Property (but for the purpose only of giving its consent as mortgagee to the entering into of the agreement)

## **9 RELEASES**

- 9.1 On payment of the Second Payment by the Chargor in accordance with the terms of the Contract the Chargee shall give to the Chargor's Solicitors a duly executed Release of the land shown edged green and marked "Phase 2" on the plan attached.
- 9.2 On payment of the Third Payment by the Chargor in accordance with the terms of the Contract the Chargee shall give to the Chargor's Solicitors a duly executed Release of the land shown edged blue and marked "Phase 3" on the plan attached.
- 9.3 On payment of the Fourth Payment by the Chargor in accordance with the terms of the Contract the Chargee shall give to the Chargor's Solicitors a duly executed Release of the Property so as to release the whole of the property which then remains subject to the Legal Charge from the Legal Charge (and any associated restriction noted on the Chargor's title).
- 9.4 In addition to the Releases provided for under clause 9.1 to 9.3 the Chargee shall within 10 Working Days of the Chargor making a request in writing at any time after the completion of this Legal Charge and without cost to the Chargor release from this Legal Charge:



- 9.4.1 any land at the Charged Property which is required to be transferred to a supplier of gas, water, electricity, telecommunications or drainage services, for the housing of a substation, gas governor, pumping station or similar apparatus, in order that such services may be supplied to any part of the Property; and
- 9.4.2 any land at the Charged Property which is required, pursuant to any Planning Agreement or otherwise, to be transferred to the local authority for the purposes of public open space or otherwise for the purposes of the local authority's statutory functions
- 9.4.3 any land at the Charged Property which is required, pursuant to any Statutory Agreement or otherwise, to be transferred to the local or any other competent authority for the purposes of the local or other competent authority's functions.

## **10 ENFORCEMENT**

### **10.1 When security becomes enforceable**

The security constituted by this legal charge shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal charge) shall be immediately exercisable at any time after the occurrence of an Event of Default which is continuing.

### **10.2 When statutory powers arise**

Section 103 of the LPA shall not apply to this legal charge and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal charge) shall, as between the Chargee and a purchaser, arise on the execution of this legal charge and be exercisable at any time after such execution, but the Chargee shall not exercise such power of sale until the security constituted by this legal charge has become enforceable under clause 10.1.

### **10.3 Enforcement of security**

After the security constituted by this legal charge has become enforceable, but subject always to the provisions of clause 10.1, the Chargee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.



#### **10.4 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this legal charge has, subject to the provisions of clause 10.1, become enforceable, to make any lease or agreement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Chargor, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Chargee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.

#### **10.5 Privileges**

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

#### **10.6 No liability as mortgagee in possession**

Neither the Chargee nor any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

#### **10.7 Relinquishing possession**

If the Chargee, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

### **11 EVENTS OF DEFAULT**

#### **11.1 Events of Default**

Each of the events or circumstances set out in clause 11.2 to clause **Error! Reference source not found.**4 is an Event of Default.



## **11.2 Non-payment**

The Chargor fails to pay any sum payable by it under the Contract when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within 7 days of its due date.

## **11.3 Cessation of business**

The Chargor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

## **11.4 Insolvency**

- (a) The Chargor admits its inability to pay its debts as they fall due.
- (a) A moratorium is declared in respect of any indebtedness of the Chargor.
- (b) Any action, proceedings or procedure is taken in relation to:
  - (i) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Chargor; or
  - (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor; or
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets.
- (c) The value of the Chargor's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- (d) Any event occurs in relation to the Chargor that is analogous to those set out in clause 11.4(a) to clause 11.4(c) (inclusive) in any jurisdiction.
- (e) clause 11.4(b) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised. The ending of any moratorium referred to in clause 11.4(a) shall not remedy any Event of Default caused by that moratorium.



## **12 RECEIVERS**

### **12.1 Appointment and removal of a Receiver**

At any time after the security constituted by this legal charge has become enforceable, but subject always to the provisions of clause 12.1, or at the request of the Chargor, the Chargee may, without further notice:

12.1.1 appoint under seal or in writing, by a duly authorised officer of the Chargee, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property; and

12.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of the Chargee, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Chargee specifies to the contrary).

### **12.2 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this legal charge shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.

### **12.3 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this legal charge or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Charged Property.

### **12.4 Remuneration of a Receiver**

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal charge which shall be due and payable immediately upon its being paid by the Chargee.



## **13 POWERS AND CAPACITY OF A RECEIVER**

### **13.1 Powers of a Receiver**

Any Receiver appointed by the Chargee under this legal charge shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers set out in Schedule 4.

### **13.2 Scope of Receiver's powers**

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Chargor, the directors of the Chargor or himself.

### **13.3 Receiver is agent of the Chargor**

Any Receiver appointed by the Chargee under this legal charge shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

## **14 DELEGATION**

Each of the Chargee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this legal charge (including the power of attorney granted under clause 17.1). Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Chargee or any Receiver shall think fit. Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **15 ORDER OF APPLICATION OF PROCEEDS**

### **15.1 Order of application**

All monies received by the Chargee or a Receiver or a Delegate (other than sums received pursuant to any insurance policy in relation to the Property) pursuant to this legal charge after the security constituted by this legal charge has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied:



- 15.1.1 first in paying all costs, charges and expenses of, and incidental to, the appointment of any Receiver and the exercise of his powers and all outgoings paid by him;
- 15.1.2 second in paying the remuneration of any Receiver (as agreed between the Receiver and the Chargee);
- 15.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Chargee determines; and
- 15.1.4 finally in paying any surplus to the Chargor or any other person entitled to it.

## **15.2 Appropriation**

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **16 COSTS AND INDEMNITY**

### **16.1 Costs**

The Chargor shall pay to, or reimburse, the Chargee and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Chargee, any Receiver or Delegate in relation to:

- 16.1.1 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, Receiver's or Delegate's rights under this legal charge; and
- 16.1.2 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this legal charge or the Secured Liabilities), together with interest from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the Prescribed Rate. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.



## **16.2 Indemnity**

The Chargee, any Receiver and any Delegate, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- 16.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal charge;
- 16.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- 16.2.3 any default or delay by the Chargor in performing any of its obligations under this legal charge.

## **17 POWER OF ATTORNEY**

### **17.1 Appointment of attorneys**

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

- 17.1.1 the Chargor is required to execute and do under this legal charge but has failed to do within 5 Business Days of request; and
- 17.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal charge or by law on the Chargee, any Receiver or any Delegate.

### **17.2 Ratification of acts of attorneys**

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 17.1.



## **18 GOVERNING LAW AND JURISDICTION**

### **18.1 Governing law**

This legal charge and any dispute arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

### **18.2 Jurisdiction**

The parties to this legal charge irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this legal charge. Nothing in this clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

### **18.3 Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this legal charge is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this legal charge.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



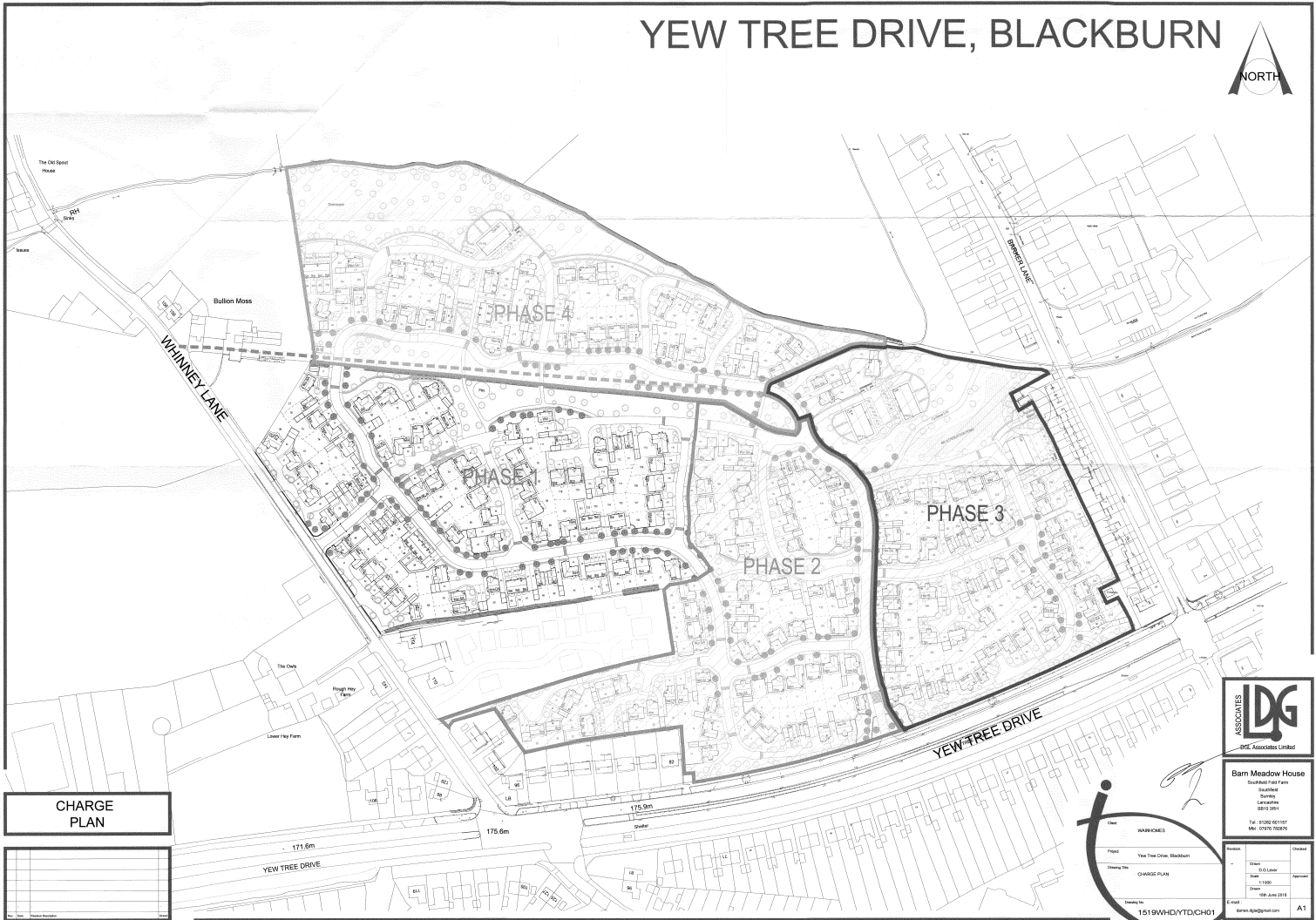
## SCHEDULE 1 - PROPERTY

The freehold property off Yew Tree Drive, Blackburn shown edged green blue and <sup>orange</sup>pink on the Plan being all of the land registered at the Land Registry with title absolute under title numbers LAN47939, LA559627, and LAN168900 and title possessory under title number LAN141276

NS



# YEW TREE DRIVE, BLACKBURN



CHARGE  
PLAN

<b>ASSOCIATES</b> <b>LDG</b> BOL Associates Limited	
<b>Barn Meadow House</b> Southwood Road Sunderland Sunderland Sunderland Sunderland	
Tel: 0191 5611107 Mob: 07795 710205	
Project	Yew Tree Drive, Blackburn
Drawing No.	CHARGE PLAN
Created by	1519WHDYTD/CH01
Checked	
Scale	1:1000
Date	18th June 2018
E-mail	www.bolassociates.com
A1	



**1 PRESERVATION OF CHARGED PROPERTY**

The Chargor shall not do, or permit to be done, any act or thing which would depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this legal charge Provided Always that the proper carrying out of the development of the Property for residential (and ancillary) purposes shall not be in breach of this covenant.

**2 COMPLIANCE WITH LAWS AND OTHER OBLIGATIONS**

The Chargor shall comply with all laws and regulations for the time being in force relating to or affecting any Charged Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew any Charged Property and shall duly perform and at all times observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of the Charged Property and which the Chargor has agreed in the transfer to it of the Charged Property to be bound by and indemnify the Chargee in respect of any breach thereof.

**3 CHARGOR'S WAIVER OF SET-OFF**

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

**4 RESTRICTIONS ON DEALINGS**

The Chargor may not:

- 4.1 create or allow to exist any Security Interest on the Charged Property; or
- 4.2 either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of the Charged Property save for the grant of easements in connection with the Disposal of any dwellings to be constructed on those parts of the Property which do not comprise the Charged Property,

except as permitted under the terms of the Contract, this legal charge and/or with the prior written consent of the Chargee (such written consent not to be unreasonably withheld or delayed).

**5 FURTHER ASSURANCES**



The Chargor must, at its own expense, take whatever action the Chargee or a Receiver may require for (i) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed, (ii) facilitating the exercise of any right, power or discretion exercisable by the Chargee or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Property or (iii) after this legal charge has become enforceable, facilitating the realisation of any Charged Property. This includes (a) the re-execution of this Deed, (b) the execution of any legal mortgage, charge, transfer or conveyance of the Charged Property, and (c) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Chargee may think expedient.

## **6 ACCESS**

The Chargor must allow the Chargee and any person authorised by the Chargee to enter the Property, accompanied by a representative of the Chargor at all reasonable hours in the daytime following reasonable prior written notice to examine the state and condition of the Property or in connection with the exercise of any of the Chargee's or a Receiver's rights under this legal charge SUBJECT ALWAYS to the person so entering complying with the reasonable health and safety requirements of the Chargor.



## **SCHEDULE 3 – POWERS OF THE CHARGE**

### **1 POWER TO REMEDY**

- 1.1 The Chargee shall be entitled (but shall not be obliged) to remedy a breach at any time by the Chargor of any of its obligations contained in this legal charge. The Chargor irrevocably authorises the Chargee and its agents to do all such things as are necessary or desirable for that purpose. Any reasonable monies reasonably and properly expended by the Chargee in remedying a breach by the Chargor of any of its obligations contained in this legal charge shall be reimbursed by the Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 2.2.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of this Schedule 3, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any reasonable action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

### **2 EXERCISE OF RIGHTS**

The rights of the Chargee under paragraph 1 of this Schedule 3 are without prejudice to any other rights of the Chargee under this legal charge. The exercise of those rights shall not make the Chargee liable to account as a mortgagee in possession.

### **3 CHARGEES HAS RECEIVER'S POWERS**

To the extent permitted by law, any right, power or discretion conferred by this legal charge on a Receiver may, after the security constituted by this legal charge has become enforceable, be exercised by the Chargee in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.



## **SCHEDULE 4 – POWERS OF A RECEIVER**

### **1 POWER TO REPAIR AND DEVELOP THE PROPERTY**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any of the same.

### **2 POWER TO GRANT OR ACCEPT SURRENDERS OF LEASES**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

### **3 POWER TO EMPLOY PERSONNEL AND ADVISERS**

A Receiver may provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

### **4 POWER TO MAKE AND REVOKE VAT OPTIONS TO TAX**

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

### **5 POWER TO CHARGE FOR REMUNERATION**

A Receiver may charge and receive such reasonable sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him.

### **6 POWER TO REALISE CHARGED PROPERTY**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

### **7 POWER TO DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur



in accepting surrenders of leases of, all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

#### **8 POWER TO SEVER FIXTURES AND FITTINGS**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.

#### **9 POWER TO GIVE VALID RECEIPTS**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

#### **10 POWER TO MAKE SETTLEMENTS**

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person as he thinks fit.

#### **11 POWER TO BRING PROCEEDINGS**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

#### **12 POWER TO INSURE**

A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this legal charge.

#### **13 POWERS UNDER LPA**

A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

#### **14 POWER TO BORROW**

A Receiver may, for any of the purposes authorised by this Schedule 4, raise money by borrowing from the Chargee (or from any other person) on the security of all or any of the Charged Property



in respect of which he is appointed on such terms as he thinks fit (including, if the Chargee consents, terms under which such security ranks in priority to this legal charge).

## **15 POWER OF ABSOLUTE OWNER**

A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it.



**Signed as a deed by WAINHOMES**  
**(NORTH WEST) LIMITED** acting  
by two directors or a director and its company secretary

\_\_\_\_\_  
Directors Signature

\_\_\_\_\_  
Directors / Company Secretary's Signature



Signed as a deed by **JAMES BUTTERFIELD**

\_\_\_\_\_  
Signature

In the presence of the following witness

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Address \_\_\_\_\_

\_\_\_\_\_  
Witness Occupation \_\_\_\_\_

Signed as a deed by **PETER BUTTERFIELD**

\_\_\_\_\_  
Signature

In the presence of the following witness

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Address \_\_\_\_\_

\_\_\_\_\_  
Witness Occupation \_\_\_\_\_