



Registration of a Charge

Company Name: **THINK GREEN ENERGY LIMITED**

Company Number: **07607281**



XC38BMH5

Received for filing in Electronic Format on the: **10/05/2023**

Details of Charge

Date of creation: **05/05/2023**

Charge code: **0760 7281 0023**

Persons entitled: **BRYCG A LTD**

Brief description: **5 CHARWOOD MEWS, BURNHAM-ON-CROUCH, CM0 8GT REGISTERED AT THE LAND REGISTRY WITH PART OF TITLE NUMBER EX976651, PART OF TITLE NUMBER AA29178 AND PART OF TITLE NUMBER EX924839 AS SHOWN EDGED RED ON PLAN 1 ATTACHED TO THIS DEED**

Contains fixed charge(s).

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: **GUNNERCOOKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7607281

Charge code: 0760 7281 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2023 and created by THINK GREEN ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2023 .

Given at Companies House, Cardiff on 11th May 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

5 May 2023

Think Green Energy Limited

as Borrower

- and -

BRYCG A LTD

as Lender

- and -

Think Green Energy Limited

as Proposed Grantor

LEGAL MORTGAGE

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST YOU AND/OR THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE AGREEMENT WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL BEFORE SIGNING THIS DEED.

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This Deed is dated 5 May 2023 between:

PARTIES

- (1) **THINK GREEN ENERGY LIMITED** (company number 07607281) incorporated and registered in England and Wales whose registered office is at 1386, London Road, Leigh-On-Sea, Essex, SS9 2UJ (the **Borrower**); and
- (2) **BRYCG A LTD** (company number 12288843) incorporated and registered in England and Wales whose registered office is at 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH (the **Lender**).
- (3) **THINK GREEN ENERGY LIMITED** (company number 07607281) incorporated and registered in England and Wales whose registered office is at 1386, London Road, Leigh-On-Sea, Essex, SS9 2UJ in its capacity as proposed grantor (the **Proposed Grantor**).

BACKGROUND

- (A) Under the Agreement (as defined below) the Lender has agreed to provide the Borrower with a bridge loan facility to be used for business purposes.
- (B) The Borrower owns the Property.
- (C) Under this Deed, the Borrower provides security to the Lender for the loan facility made or to be made available under the Agreement.
- (D) This is the Security Document as referred to in the Agreement and is required to be entered into as a condition precedent to the provision of the Facility by the Lender to the Borrower.
- (E) This Deed is a Finance Document and, as such, any terms in the Agreement which are expressed to apply to the Finance Documents generally shall also apply to this Deed.
- (F) In the event that the Lender seeks to enforce its security created pursuant to this Deed the Proposed Grantor agrees to grant the Property Rights (as defined below).

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Agreement

the agreement dated on or about the date of this Deed between the Borrower and the Lender (constituted by the Facility Letter and the Standard Terms) for the provision of a bridge loan facility secured by this Deed.

Charged Assets

all the assets, property and undertaking of the Borrower, which are, or are intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Charged

	Assets shall include references to any part of them).
Delegate	any person appointed by the Lender or any Receiver under clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.
Event of Default	has the meaning given to that expression in the Agreement (being any of the events referred to in Section K (<i>Events of Default</i>) of the Standard Terms).
Grantee	means any of the Lender, a Receiver and/or Delegate (as the context shall so admit) (or any of their transferees and assigns)
Insurance Policy	each contract and policy of insurance effected or maintained by the Borrower from time to time relating to the Property.
LPA 1925	the Law of Property Act 1925.
Plan 1	the plan attached to this Deed marked "Plan 1".
Property	the freehold property owned by the Borrower as described in Schedule 1.
Property Rights	the rights and reservations, easements and covenants contained in Schedule 2 to this Deed.
Receiver	a receiver or receiver and manager appointed by the Lender under clause 11.
Rental Income	all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property.
Secured Liabilities	all present and future obligations and liabilities of the Borrower limited to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Agreement or any Finance Document (including, without limitation, those arising under clause 24.3.2 of this Deed or arising in respect of any Further Advance made under the Agreement), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Security	has the meaning given to it in paragraph (1) of Section B (<i>Defined Terms</i>) of the Standard Terms
Standard Terms	the standard terms and conditions which form Schedule 2 of the Agreement.

VAT value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

- (A) The provisions of paragraph (2) of Section B (*Defined Terms*) of the Standard Terms apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to the Agreement shall be read as a reference to this Deed.
- (B) The provisions of Section (C) (*Joint Borrowers*) of the Standard Terms apply equally to this Deed.

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Nature of security over real property

A reference in this Deed to a charge or mortgage of or over a Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this Deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 Schedules

The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.

2 Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3 Grant of security

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

3.1.1 by way of a first legal mortgage, the Property; and

3.1.2 by way of a first fixed charge:

- (a) all the Borrower's rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, the Rental Income and the benefit of any guarantee or security in respect of the Rental Income to the extent not effectively assigned under clause 3.2;
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Assets and other documents to which the Borrower is a party or which are in the Borrower's favour or of which the Borrower has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Assets or otherwise relating to the Charged Assets (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for the Borrower's benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for the Borrower's benefit arising from any of them); and
- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the use of any Charged Asset, and all rights in connection with them.

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

3.2.1 all of the Borrower's rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

3.2.2 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income,

provided that nothing in this clause 3.2 shall constitute the Lender as mortgagee in possession.

4 Perfection of security

4.1 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, 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 _____ 2023 in favour of BRYCG A Ltd referred to in the charges register or their conveyancer."

4.2 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Agreement (including any obligation to make available further advances).

5 Liability of the Borrower

5.1 Liability not discharged

The Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

5.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

6 Representations and warranties

6.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 6 to the Lender on the date of this Deed and on each day during Security Period. These representations are made in addition to, and supplement, the Representations made under, and as defined in, the Agreement.

6.2 Ownership of Charged Assets

The Borrower is the sole legal and beneficial owner of the Charged Assets and has good, valid and marketable title to the Property.

6.3 No Security

The Charged Assets are free from any Security other than the Security created by this Deed or as permitted under the Finance Documents.

6.4 Enforceable security

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

7 Security covenants

7.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Asset other than any Security created by this Deed or any other Finance Document or as permitted under the Finance Documents;
- 7.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets (except, in the ordinary course of business, Charged Assets that are only subject to an uncrystallised floating charge); or
- 7.1.3 create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party other than as permitted under the Finance Documents.

7.2 Title documents

The Borrower shall, on the execution of this Deed, deposit with the Lender and the Lender shall, for the duration of this Deed, be entitled to hold:

- 7.2.1 all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title); and
- 7.2.2 each Insurance Policy.

7.3 Notices to be given by the Borrower

- 7.3.1 The Borrower shall immediately on the execution of this Deed give notice (in the form required by the Lender) to the relevant insurers of the assignment of the Borrower's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2.1 and use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.
- 7.3.2 The Borrower shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment under clause 3.2.2 of the Borrower's rights and interest to the Rental Income and each guarantee or security in respect of the Rental Income and use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

8 Powers of the Lender

8.1 Power to remedy

- 8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed or any other Finance Document.
- 8.1.2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 8.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.
- 8.1.4 In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the relevant Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

8.2 Exercise of rights

The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any Charged Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 New accounts

- 8.4.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 8.4.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 8.4.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

8.5 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) in

respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Borrower for the Secured Liabilities.

9 When security becomes enforceable

9.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Discretion

After the security constituted by this Deed has become enforceable, the Lender 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 Assets.

10 Enforcement of security

10.1 Enforcement powers

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 9.1.

10.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

10.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Borrower, to:

10.2.1 grant a lease or agreement for lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option in respect of the whole or any part of a Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 Redemption of prior Security

10.3.1 At any time after the security constituted by this Deed has become enforceable, the Lender may:

- (a) redeem any prior Security over any Charged Asset;
- (b) procure the transfer of that Security to itself; and
- (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).

10.3.2 The Borrower shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

10.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- 10.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 10.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 10.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

10.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

10.7 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of a Charged Asset, they may at any time relinquish possession.

10.8 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

10.9 Grant of Property Rights

In the event that the Lender takes steps to enforce its power of sale following an Event of Default:

- 10.9.1 the Proposed Grantor:

- (a) shall, if requested to do so grant to the Grantee the Property Rights in fee simple for the benefit of the Property;
- (b) covenants with the Lender, the Receiver and/Delegate so as to bind the Proposed Grantor's Property (as defined Schedule 2 to this Deed) and each and every part of it, for the benefit of the Property and each and every part of it, that the Proposed Grantor and its successors in title shall at all times observe and perform the Proposed Grantor's covenants as contained in the Property Rights.

10.9.2 the Lender (or as the context shall so admit the Receiver or Delegate)

- (a) shall grant to the Proposed Grantor the Property Rights in fee simple for the benefit of the Proposed Grantor's Property; and
- (b) covenants with the Proposed Grantor so as to bind the Property and each and every part of it, for the benefit of the Proposed Grantor's Property and each and every part of it, that the Lender (or as the context shall so admit the Receiver or Delegate) and its successors in title shall at all times observe and perform the Transferee's covenants as contained in the Property Rights.

11 Receivers

11.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

11.2 Removal

The Lender may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

11.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

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

11.6 Agent of the Borrower

Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

12 Powers of Receiver

12.1 Powers additional to statutory powers

12.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.18.

12.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925.

12.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.1.4 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself/herself.

12.2 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, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

12.4 Employ personnel and advisers

12.4.1 A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.

12.4.2 A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 Make and revoke VAT options to tax

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

12.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Lender may prescribe or agree with him/her.

12.7 Take possession

A Receiver may take immediate possession of, get in and realise any Charged Asset.

12.8 Dispose of Charged Assets

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her.

12.9 Sever fixtures and fittings

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

12.10 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

12.11 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any Charged Asset.

12.12 Bring legal action

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

12.13 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 15.2, 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 Borrower under the Finance Documents.

12.14 Borrow

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Assets in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).

12.15 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.16 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

12.17 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Assets.

12.18 Incidental powers

A Receiver may do any other acts and things that he/she:

12.18.1 may consider desirable or necessary for realising any of the Charged Assets;

12.18.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

12.18.3 lawfully may or can do as agent for the Borrower.

13 Delegation

13.1 Delegation

The Lender or 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 or him/her by this Deed (including the power of attorney granted under clause 17.1).

13.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

13.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 Application of proceeds

14.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Borrower):

14.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed

and of all remuneration due to any Receiver under or in connection with this Deed;

14.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

14.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

14.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, 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.

14.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

14.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to a suspense account;

14.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

14.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

15 Costs and indemnity

15.1 Costs

The Borrower shall, immediately on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

15.1.1 this Deed or the Charged Assets;

15.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed; or

15.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Agreement.

15.2 Indemnity

15.2.1 The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Deed.

15.2.2 Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16 Further assurance

16.1 Further assurance

The Borrower and Proposed Grantor shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 16.1.1 creating, perfecting or protecting the security created or intended to be created by this Deed;
- 16.1.2 facilitating the realisation of any Charged Asset; or
- 16.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Asset,
- 16.1.4 facilitating the grant of the Property Rights

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

17 Power of attorney

17.1 Appointment of attorneys

By way of security, the Borrower and the Proposed Grantor irrevocably appoint the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in the Borrower's name, on the Borrower's behalf and as the Borrower's act and deed, to execute any documents and do any acts and things that:

- 17.1.1 the Borrower and/or Proposed Grantor is required to execute and do under this Deed or any other Finance Document (including in the case of the Proposed Grantor grant of the Property Rights in favour of the Lender, Receiver and/Delegate (their nominee, assigns or successor in title) on enforcement of this Deed); or
- 17.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or any other Finance Document or by law on the Lender, any Receiver or any Delegate.

17.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of the Borrower's attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18 Release

18.1 Release

Subject to clause 24.3, at the end of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- 18.1.1 release the Charged Assets from the security constituted by this Deed including for the avoidance of doubt the obligation to grant the Property Rights; and
- 18.1.2 reassign the Charged Assets to the Borrower.

19 Assignment and transfer

The provisions of paragraph 1 (*Assignments, Transfers and Tranching*) of Section N (*Other Provisions*) of the Standard Terms shall apply to this Deed.

20 Amendments, waivers and consents

20.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

20.2 Waivers and consents

- 20.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 20.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any

other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

20.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

21 Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

22 Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

23 Third party rights

23.1 Third party rights

23.1.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23.1.2 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

24 Further provisions

24.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by this Deed.

24.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

24.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded

under any law relating to insolvency, bankruptcy or otherwise. Despite any such release, discharge or settlement:

24.3.1 the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

24.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

24.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25 Notices

The provisions of paragraph 2 (*Notices*) of Section M (*Administrative Matters*) of the Standard Terms shall apply to this Deed.

26 Governing law and jurisdiction

26.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower 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.

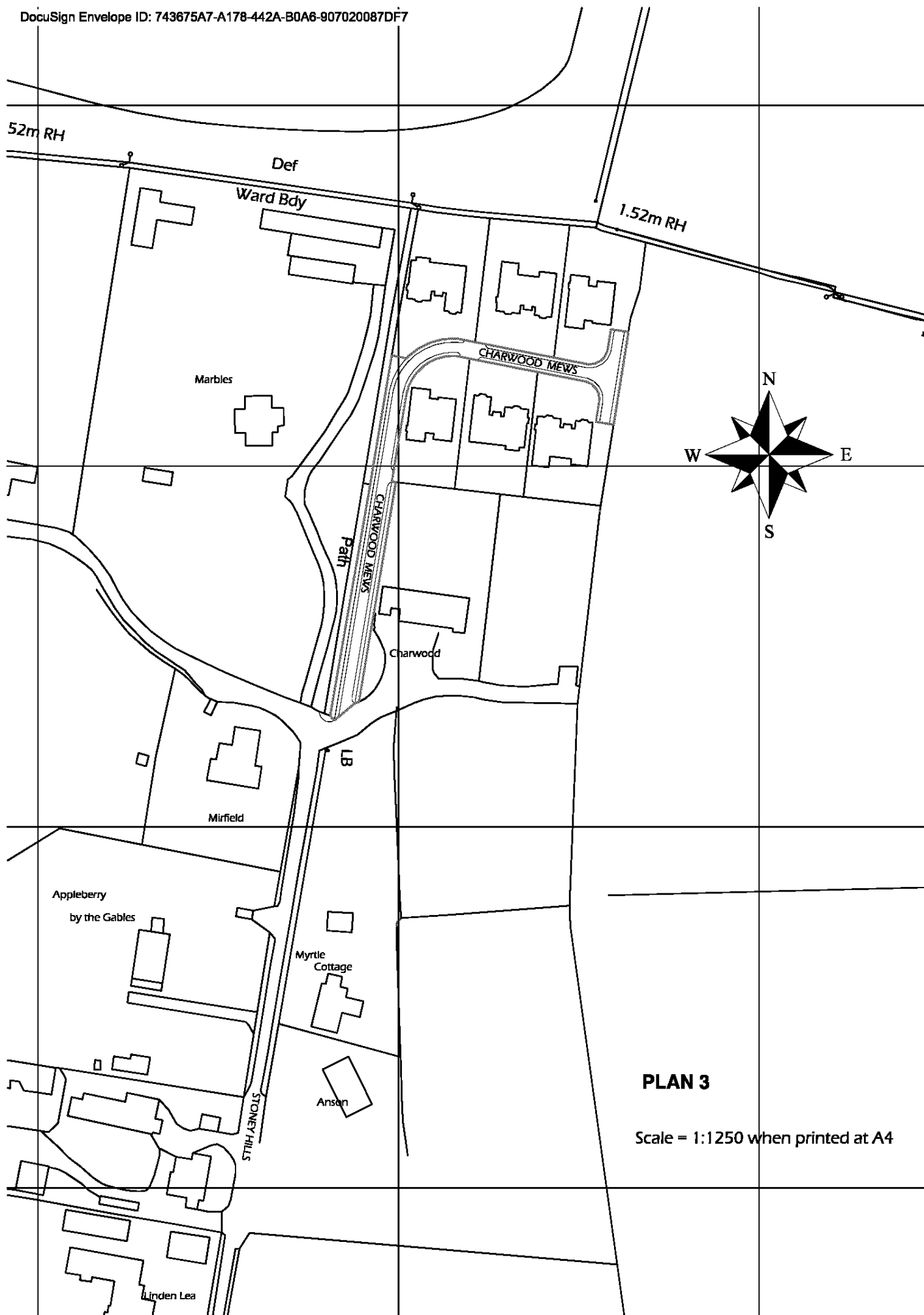
Schedule 1- Property

5 Charwood Mews, Burnham-On-Crouch, CM0 8GT registered at the Land Registry with part of Title Number EX976651, part of Title Number AA29178 and part of Title Number EX924839 as shown edged red on Plan 1 attached to this deed.



PLAN 1

Scale = 1:1250 when printed at A4



PLAN 3

Scale = 1:1250 when printed at A4

SCHEDULE 2 - Property Rights

In this Schedule 2 references to "this Deed" or "to a clause number" shall unless the context admits otherwise relate to the provisions of this Schedule 2 only.

1 Definitions and recitals

1.1 The following definitions and rules of interpretation apply in this Deed.

Conditions for Entry: the conditions to which any right to enter granted in Clause 2 or excepted and reserved by Clause 3 are subject, namely that the right shall be subject to the person exercising the right:

- a. effecting entry at a reasonable time (or at any time in an emergency);
- b. giving reasonable notice to the person whose premises are being entered (but no notice need be given in an emergency);
- c. causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- d. complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Common Service Media any Service Media on the Estate or over which rights have already been granted for the benefit of the Estate which serve the Property but which do not form part of the Property running through, in, under or over the Estate which is in existence at the date of this Deed or constructed after.

Disposal: means an assent or transfer or a lease for a term of more than 2 years.

Estate: the land and buildings known as Charwood Mews Stoney Hill Burnham on Crouch Essex CM0 8QA shown edged blue and hatched blue on Plan 2 now and formerly comprised in title number EX976651 and part of EX598693 together with any other land which now or in the future benefits from a right of way over the Shared Accessway.

Estate Regulations any reasonable regulations made from time to time by the Manager for the proper management and use of the Estate.

Grantee means the Lender Receiver or Delegate appointed by the Lender in accordance with the rights.

Manager: Charwood Mews Management Company Limited (Company number 12283129) whose registered office is at 1386 London Road Leigh on Sea Essex SS9 2UJ.

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Plan 1: the plan attached to this Deed marked "Plan 1".

Plan 2: the plan attached to this Deed marked "Plan 2".

Plan 3: the plan attached to this Deed marked "Plan 3".

Projections: all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence posts, wall piers and similar projections.

Relevant Authority: all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which shall include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority or body or company to which the powers of such authority, body or company are delegated.

Reservations: the rights excepted and reserved to the Proposed Grantor in Clause 3.

Rights: the rights granted by the Proposed Grantor to the Transferee in Clause 2.

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Shared Accessway: the private roadway and footpath forming part of the Estate and is shown edged red on Plan 3.

Transferee's Deed of Covenant means a deed of covenant in favour of the Proposed Grantor or the owner or owners from time to time of the Estate or any part of it containing covenants in the same terms as those given by the Transferee in this Deed.

Proposed Grantor's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Proposed Grantor has an interest including comprised in Title number EX808385, and EX795219 known as Land at Stoney Hills Burnham on Crouch.

Proposed Grantor's Property the Shared Accessway and the remainder of the Estate until formally transferred.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2** Any obligation in this Deed on the Grantee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.3** A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5** A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6** A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7** Clause headings shall not affect the interpretation of this Deed.
- 1.8** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9** The Proposed Grantor shall not be liable for any breach of the covenants referred to in Clause 5 arising after the Proposed Grantor has parted with all interest in the Estate and the Transferee shall not be liable for any breach of the covenants referred to in Clause 4 arising after the Transferee has parted with all interest in the Property.
- 1.10** Where the Proposed Grantor and/or Grantee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- 1.11** The Reservations are excepted and reserved from this Deed for the benefit of the Estate (excluding the Property) and the Proposed Grantor's Neighbouring Property.
- 1.12** The Reservations may be exercised by the Proposed Grantor notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the reasonable use and enjoyment of the Property.
- 1.13** The Reservations shall be construed as extending to the Proposed Grantor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.
- 1.14** The Rights are not granted exclusively to the Grantee and are granted:
- (a) subject to the Reservations and any other rights of the Proposed Grantor and its successors in title in relation thereto whether or not referred to in this deed; and
 - (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation thereto.
- 1.15** The disposition effected by this Deed is subject to:
- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at the date of this Deed under

title number EX976651 and as disclosed to the Grantee by the Proposed Grantor prior to the date of this Deed;

- (b) any matters discoverable by inspection of the Property before the date of this Deed;
- (c) any matters which the Proposed Grantor does not and could not reasonably know about;
- (d) any matters, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property
- (e) any notice, order or proposal given or made by a body acting on statutory authority;
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

1.16 All matters recorded at the date of this Deed in registers open to public inspection, are deemed to be within the actual knowledge of the Grantee for the purposes of section 6(2)(a) of the LMPA 1994, notwithstanding section 6(3) of the LMPA 1994.

1.17 The Property shall not, by virtue of this Deed, have any rights or easements or the benefit of any other matters over land retained by the Proposed Grantor other than those (if any) which are expressly mentioned in or granted by this Deed and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Proposed Grantor except as expressly mentioned in or created by this Deed.

1.18 The Proposed Grantor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Proposed Grantor's Retained Land and the Proposed Grantor's Neighbouring Property but such consent shall not give any absolute right to the Grantee (or its successors in title) and is revocable at any time by the Proposed Grantor or its successors in title.

1.19 The Proposed Grantor has transferred or intends hereafter to transfer the houses on the Estate in the same terms as this Deed (*mutatis mutandis*) and intends that each such transfer should impose on the Grantee of each plot obligations and restrictions as set out in this Deed and to the intent that the Proposed Grantor and the owner for the time being of any plot may be able to enforce in law or in equity the performance and observance thereof by the owner for the time being of any other plot provided it is hereby agreed and declared that the Proposed Grantor may at any time release and vary or modify any of the stipulations and the covenants given on the part of the Grantee shall not operate to impose and restriction on the manner in which the Proposed Grantor may deal with any other land belonging to it.

2 Rights granted for the benefit of the Property

2.1 The Proposed Grantor grants the following rights for the benefit of the Property in common with others:

- a) Subject to the payment of the sums referred to in Clause 7 of this Deed the right for the Grantee and its successors in title and those authorised by it or them to pass with or without vehicles over and along the Shared Accessway (but on foot only in respect of any footpaths) to and from the roadway known as Stoney Hills at all times for all purposes connected with the use of the Property as a private dwelling house;
- b) the right to use and to connect into any Service Media at the Estate that belongs to the Proposed Grantor and serve (but do not form part of) the Property which are in existence at the date of this Deed or are installed or constructed after the date herein;
- c) the right of support and protection to the Property and any building on the Property from adjoining parts of the Estate; and
- d) the right to keep and use on adjoining parts of the Estate any Projections from the Property as constructed by the Proposed Grantor; and
- e) subject to compliance with the Conditions for Entry, the right to enter other parts of the Estate other than the Shared Accessway with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to the Property where such works cannot be carried out within the boundaries of the Property itself; or
 - (ii) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property; and
 - (iii) to comply with any obligation on the part of the Grantee under the terms of this Deed.

3 Rights Reserved

3.1 The Proposed Grantor excepts and reserves out of the Property for the benefit of the Estate (excluding the Property) and the Proposed Grantor's Neighbouring Property:

- (a) without revoking the consent given in Clause 1.18 or any other consent to the access of light or air to the Property, the right to use any part of the Proposed Grantor's Retained Land or the Proposed Grantor's Neighbouring Property as the Proposed Grantor thinks fit, or to build on or develop any part of the Proposed Grantor's Retained Land or the Proposed Grantor's Neighbouring Property, provided that any such use or works do not obstruct, the exercise of the Rights granted to the Grantee;
- (b) the right to use and to connect into any Service Media at the Property which serve other parts of the Estate which are in existence at the date of this Deed or are installed or constructed after the date of this Deed;

- (c) subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to other parts of the Estate or the Proposed Grantor's Neighbouring Property;
 - (ii) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Estate or the Proposed Grantor's Neighbouring Property;
 - (iii) to plant trees or shrubs or to carry out any landscaping or to fulfil the requirements of any relevant planning permission; and
- (d) rights of support and protection from the Property for any land or buildings adjoining the Property; and
- (e) the right to keep and use on the Property any Projections from any buildings adjoining the Property now or to be constructed by the Proposed Grantor.;
- (f) there is also excepted out of the Property or part thereof to enter those parts of the Property as are unbuilt upon with or without vehicles, plant and equipment (at the Proposed Grantor's expense and in a proper and workmanlike manner) to:
 - (i) fell, trim or lop any trees, bushes and other vegetation on the Property which obstruct or interfere with the exercise of the rights granted to the Proposed Grantor;
 - (ii) enter the Property with or without vehicles, plant and equipment to obtain access to any adjoining land over which the Proposed Grantor;
 - (iii) promptly upon request by the Proposed Grantor and or the Relevant Authorities to grant any easements wayleaves licences rights and privileges which need to be granted to the Relevant Authorities in connection with the services usually provided or maintained for the benefit and advantage of the Estate, the Property and the Proposed Grantor's Neighbouring Property and the Grantee shall at no expense to the Proposed Grantor upon request grant to the Proposed Grantor and the Relevant Authorities any such easements as they may require in connection with the provision and maintenance of those services, subject to the persons seeking to exercise such rights complying with the Conditions for Entry.

4 Restrictive Covenants by the Grantee

4.1 The Grantee covenants with the Proposed Grantor, for the benefit of the Proposed Grantor's Retained Land and each and every part of it and every other person owning land forming part of the Estate (subject to the right of the Proposed Grantor to vary and release the covenants) with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any purpose other than for one single private dwelling or carry on any trade or business at the Property;
- (b) not to use the Property for any noisy, offensive, illegal or immoral purpose;

- (c) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Proposed Grantor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Grantee;
- (d) not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;
- (e) not to park lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the external areas of the Property or on any other part of the Estate;
- (f) not to put any permanent sign or advertising, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside other than:
 - (i) a sign exhibiting the name or the number of the Property not exceeding 30cm x 20cm; and
 - (ii) the customary "For Sale" or "To Let" signs on the Property;
- (g) not to cut down, damage, neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority;
- (h) not to keep any animal or bird on the Property which is or may become a nuisance or annoyance to the adjoining neighbours or owners;
- (i) within 3 years of the date of this Deed not to erect any fence, wall or other boundary structure in advance of the front elevation of any building on the Property;
- (j) not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Proposed Grantor's Retained Land;
- (k) not at any time to erect any building or structure or grow any tree, hedge, shrub or other vegetation in front of the Property so as to interfere with or to cause obstruction to the visibility of vehicles using the Shared Accessway;
- (l) not to alter or otherwise change in any way whatsoever the surface appearance, material or colour of any external surface of any building erected on the Property or to build any extensions or outbuildings except with prior written the consent of the Relevant Authorities;
- (m) not to do or permit or suffer to be done upon the Property or the Estate any act or things which:
 - (i) may impede the adoption or the vesting in the Relevant Authority of any estate sewers or the Service Media which is or are intended to be so adopted or vested; or
 - (ii) may result in loss or damage to or interference with any Shared Accessway or Service Media within the Property or which is used jointly with the Proposed Grantor or with the owners or occupiers of the Estate or any adjoining or neighbouring land;
 - (iii) would contravene the provisions of any planning permission affecting the Property or the Estate;

- (iv) not to obstruct or park on or use for vehicular access any part of Public Footpath No.5 Burnham on Crouch).
- (n) not to make any Disposal of the whole or any part of the Property without first procuring that the disponent enters into a Grantee's Deed of Covenant with the Proposed Grantor, and supplies the same to the Proposed Grantor or the owner for the time being of the Shared Accessway or any part of it;
- (o) not to deposit any waste on any part of the Estate and to keep any refuse anywhere on the Property except in a dustbin;
- (p) to comply with any reasonable rules which may be imposed by the Proposed Grantor and or the Manager and notified to the Grantee in relation to the Estate for the time being for the purposes of good estate management;
- (q) to pay to the Proposed Grantor on a full indemnity basis all costs in enforcing payment of any monies and the covenants on the part of the Grantee due under the terms of this Deed;
- (r) not to do anything on the Property or the Estate anything which may render void or voidable any policy of insurance effected for the benefit of the Estate or to cause to increase the premium payable in respect thereof;
- (s) not to transfer the Property without first procuring that the Grantee or if more than one person, one of them becomes a member of the Manager on completion of the transfer and, if required by the Proposed Grantor to become a Director of the Manager, promptly to apply to do so and not to dispose of or deal separately with the membership of the Manager other than by way of simultaneous transfer of the Property.

5 Restrictive covenants by the Proposed Grantor

- 5.1** Not to make any Disposal of the whole or any part of the Shared Accessway without first procuring that the disponent covenants to observe and perform the covenants on the part of the Proposed Grantor contained in this transfer deed.
- 5.2** Not to obstruct the use by the Grantee and those authorised by it of the Shared Accessway.

6 Positive covenants by the Grantee

- 6.1** The Grantee covenants with the Proposed Grantor, for the benefit of the Estate and the owners for the time being of the Shared Accessway and each and every part of it, with the intent of binding the Property and each and every part of it:
 - 6.1.1 promptly when called upon to do so, to contribute a fair and reasonable proportion of the costs of the repair and maintenance of:
 - (i) the Common Service Media;
 - (ii) the Shared Accessway and any lighting in relation to the same; and

- (iii) the costs incurred by the Proposed Grantor in complying with its obligations under clause 7 of this Deed.

6.2 If any trees or plants on the Property die are removed or become seriously damaged or diseased within a five year period from completion of the Estate shall be replaced within the next planting season with others of a similar size or species.

6.3 Following completion of registration of this Transfer the Grantee will with the Grantee's application for the registration of this transfer apply to the Chief land Registrar in Land Registry form RX1 and do all such things or acts as may be required for the entry in the Proprietorship Register of the title to the property of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EX976651 or their conveyancer that the provisions of clause 4.1(n) and 4.1(s) of the deed dated [] 2023 have been complied with.

6.4 The Grantee further covenants that forthwith upon completion of registration of this Deed at the Land Registry cause to be supplied to the Proposed Grantor a copy of the registers of the Grantee's title at the Land Registry.

6.5 The Grantee covenants with the Proposed Grantor to maintain the fences on the part of the Property marked with a "T" on Plan 1 and forever after to keep such fences in good repair and condition and in all respects to comply with any requirements of the Relevant Authorities in relation to fencing.

6.6 The Grantee covenants with the Proposed Grantor to observe and perform the covenants contained mentioned and referred to in the registers if the charges register of title number EX976651 in so far as they are still subsisting and capable of taking effect and to indemnify the Proposed Grantor against any actions claims and demands in relation to any future non-performance or non-observance of the same.

7 Positive covenants by the Proposed Grantor

7.1 Subject to payment by the Grantee of the sums referred to in clause 6.1(a)(iii) of this Deed to:

- (a) Keep the Shared Accessway properly maintained and repaired surfaced renewed and where appropriate lighted and will keep all Common Service Media in good repair and condition and comply with all regulations of any Relevant Authority in relation to the same;
- (b) Effect public liability insurance against the liability of the Proposed Grantor and third parties and other such risks in such amount and through such insurers underwriters and through such agency as the Proposed Grantor in its absolute discretion shall think fit in relation to the Shared Accessway and the Estate;

- (c) Incur such other expenses including interest as may be reasonably necessary for the maintenance and proper convenient management of the Shared Accessway and the Estate as the Proposed Grantor shall think fit in order to comply with the Proposed Grantor's obligations in this Deed including but without limitation the fees and disbursements of employing contractors, managing agents, solicitors, accountants, surveyors together with any VAT properly payable in relation to the same;
- (d) At all times whilst the Shared Accessway is vested in the Proposed Grantor named in this Deed to observe and perform the covenants contained mentioned and referred to in Schedule 3 of the Deed of Easement dated 16th January 2020 made between Think Green Energy Limited (1) Think Green Recreation Limited (2) and to indemnify the Grantee against any future non-performance or non-observance thereof.

Executed as deed by

THINK GREEN ENERGY LIMITED

acting by a director Katie Marie Chambers
in the presence of:

[Redacted Signature]

[Redacted Signature]

.....
SIGNATURE OF WITNESS

Jodie Hickson
.....
NAME OF WITNESS

West House, West Square, Maldon, CM9 6HA
.....

.....
ADDRESS OF WITNESS

Executed as deed by **BRYCG A LTD** acting by

Gary Linton

a director

in the presence of:

[Redacted Signature]

Director

[Redacted Signature]

SIGNATURE OF WITNESS

Tobias Harwood-Smith

NAME OF WITNESS

13, Rosewood House, Churchill, Oxon, OX7 6PQ

.....

ADDRESS OF WITNESS