



**Registration of a Charge**

Company name: **CALA MANAGEMENT LIMITED**

Company number: **SC013655**



X7E619A2

Received for Electronic Filing: **10/09/2018**

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**Details of Charge**

Date of creation: **24/08/2018**

Charge code: **SC01 3655 0457**

Persons entitled: **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED**

Brief description: **FIXED CHARGE OVER THE LAND AT PARCELS KMI AND KMH  
KINGSMERE BICESTER AS SHOWN EDGED GREEN ON THE PLAN  
ATTACHED TO THE CHARGE.**

**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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOHN AYNSLEY**



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

Company number: 13655

Charge code: SC01 3655 0457

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th August 2018 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2018 .

Given at Companies House, Edinburgh on 10th September 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** 24 August **2018**

**CALA MANAGEMENT LIMITED**

and

**COUNTRYSIDE PROPERTIES (BICESTER) LIMITED**

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**FIRST DEFERRED LEGAL CHARGE**

**Over land at KMH and KMI Kingsmere, Bicester**

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**ROSENBLATT**  
9-13 St Andrew Street  
London EC4A 3AF  
Tel: 020 7955 0880  
Fax: 020 7955 0880  
Ref: JA/COU/21/25

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DATE:

24 August

2018

PARTIES:

- (1) **CALA MANAGEMENT LIMITED** incorporated and registered in Scotland with company number SC013655 whose registered office is at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU (the "Chargor").
- (2) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** incorporated and registered in England and Wales (registered number 4165427) whose registered address is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the "Chargee").

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 In this Legal Charge the following definitions will apply:**

#### **"Affordable Housing Dwellings"**

has the meaning given to it in clause 1.1 of the Contract;

#### **"Alternative Property"**

the land identified in the Buyer's Notice or as otherwise agreed or determined pursuant to clause 3.3, being part of the Transfer Land;

#### **"Alternative Property Legal Charge"**

the first ranking legal charge to be granted by the Chargor over the Alternative Property in favour of the Chargee pursuant to clause 3.3, such charge to be on the same terms of this Legal Charge (mutatis mutandis)

#### **"Business Day"**

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

#### **"Chargor's Solicitors"**

such solicitor or solicitors that the Chargor (or any one of them) may nominate from time to time;

#### **"Charged Assets"**

the Property;

#### **"Chargor's Funder"**

Bank of Scotland Plc, or such other funder whose details may from time to time be notified by the Chargor to the Chargee

#### **"Chargor's Funder's Land"**

such part of the Transfer Land (not including the Property)

**"Contract"**

the contract for sale of the Property dated *31 January 2018* and entered into *AMH* between (1) the Chargee and (2) the Chargor;

**"Deferred Consideration"**

the deferred sum defined as the "First Deferred Sum" in clause 1.1 of the Contract;

**"Dispose or Disposal"**

a sale or transfer or a lease for a term in excess of 21 years;

**"Due Date"**

the date that the Deferred Consideration is payable by the Chargor pursuant to the terms of the Contract;

**"Dwellings"**

has the meaning given to it in clause 1.1 of the Contract;

**"Encumbrance"**

a fixed mortgage or charge;

**"Event of Default"**

has the meaning given to that term in clause 7 (Events of Default);

**"LPA"**

the Law of Property Act 1925;

**"Market Value"**

means the price ascertained by the Valuer in accordance with the Royal Institution of Chartered Surveyors' Valuation - Global Standards 2017 – effective 1st July 2017 (or the edition which is current at the relevant time) and the guidance notes relating thereto but utilising only the residual method of valuation and otherwise as set out in this definition at which the sale of the Alternative Property might reasonably be expected to be completed unconditionally for cash consideration (payable as a single payment) by private treaty on the day after the service of the Buyer's Notice and assuming:

- (a) a willing seller and willing buyer;
- (b) that prior to the date of valuation there has been a reasonable period (taking into account the nature of the Alternative Property and the state of the market) for the proper marketing of the Alternative Property and for the agreement of the price and terms and completion of the sale;

- (c) that values will remain static during the period referred to in paragraph (b) above and the period pending agreement or determination of the Market Value;
- (d) that the Alternative Property will be freely exposed to the market;
- (e) that no account has to be taken of any additional bid by a purchaser with a special interest;
- (f) that vacant possession of the Alternative Property will be given on completion of any such sale;
- (g) that all infrastructure required to be provided under the Contract has been provided;
- (h) the Alternative Property is not subject to this Legal Charge; and
- (i) the Alternative Property shall be developed with the respective number and types of Dwellings as are specified in the Buyer's Notice

but disregarding:

- (a) any potential for use of the Property for a purpose or form of development other than as permitted by the Planning Permission; and
- (b) any increase in value which would or may result from the Property being merged with another property or would result from an interest in the Property being merged with another interest in the Property

#### **"Outline Planning Permission"**

has the meaning given to it in clause 1.1 of the Contract

#### **"Permitted Disposal"**

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and / or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of Service Installations sewers or other infrastructure; and/or
- (b) (the dedication/adoption and / or Disposal of any parts of the Property and / or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980, and/or
- (c) the Disposal of any part of the Property which is required to comply with the requirements of any Works Agreement; and/or

- (d) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or
- (e) the grant of any easement; and/or
- (f) the Disposal of up to 30% of the Dwellings (rounded up to the nearest whole Dwelling) or the land to enable the construction of up to 30% of the Dwellings (rounded up to the nearest whole Dwelling) authorised on the Property to a registered provider for use as Affordable Housing Dwellings.

**“Plan”**

the Plan appended to this Charge;

**“Property”**

the Property described in Schedule 1;

**“Receiver”**

any receiver, manager or receiver and manager appointed by the Chargee under this Legal Charge;

**“Release”**

a duly completed and executed form DS3 or form DS1 or such other form or document as shall be appropriate to release (when dated) the Property or any interest in the Property or any part of parts of the Property from this Legal Charge;

**“Secured Liabilities”**

all the liability of the Chargor to the Chargee to pay the Deferred Consideration together with all amounts payable under this Legal Charge, in each case together with all interest (including, with limitation, default interest) accruing in respect of such monies or liabilities;

**“Service Installations”**

conduits culverts drains sewers channels pipes outlets mains wires cables optic fibres ducts flues poles ventilation shafts electricity gas governors and all and any ancillary equipment and apparatus for the conduct of Services;

**“Services”**

water, gas, electricity, telephone, surface and foul water drainage and other services;

**“Transfer”**



the transfer dated <sup>24 August 2018</sup> ~~X~~ made between (1) the Chargee and (2) the Chargor; *PM. hls?*

**"Transfer Land"**

the land acquired by the Chargor pursuant to the Transfer

**"Valuation"**

a valuation report from the Valuer addressed to the Chargor and Chargee showing the Market Value of the Alternative Property;

**"Valuer"**

such suitably qualified firm of valuers experienced in valuing land equivalent to the Alternative Property as approved by the Chargor (such approval not to be unreasonably withheld or delayed)

**"Works Agreement"**

all or any of the following as the case may be:

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

- (i) the Local Government Miscellaneous Provisions) Act 1982 Section 33; and/or
- (ii) the Local Government Act 1972 Section 111; and/or
- (iii) the Highways Act 1980 Section(s) 38 and/or 278; and/or
- (iv) the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property;

or any agreement or deed with any competent authority or body relating to installation provisions supply maintenance and adoption of Services Installations; and/or

(b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990; and/or

(c) any variation of amendment to any element referred to in (a) or (b) above.

1.2 In this Legal Charge, a reference to:-

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this Legal Charge;
- 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
- 1.2.3 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Legal Charge;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party means a party to this Legal Charge and a reference to the "Chargor", the "Chargee" or a party includes its assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 The schedules form part of this Legal Charge and have the same effect as if expressly set out in the body of this Legal Charge and shall be interpreted and construed as though they were set out in this Legal Charge.
- 1.4 The contents table and headings in this Legal Charge are for convenience only and do not affect the interpretation or construction of this Legal Charge.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Whenever a Party is more than one person, all their obligations can be enforced against all jointly and against each individually.

## **2. COVENANT TO PAY**

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.

## **3. CHARGES**

### **3.1 Fixed Charges**

As a continuing security for the payment of the Secured Liabilities and the sums payable pursuant to clause 2, the Chargor hereby, with full title guarantee, charges, and agrees to charge by way of

first legal mortgage, the Charged Assets together with all buildings and fixtures thereon at any time which belong to the Chargor;

### 3.2 Extent of Security

It is agreed that this Legal Charge is intended to be the sole security which is held by the Chargee over the Property for the Secured Liabilities and that the Chargee will not take or exercise any other security (including any lien) over the Property unless the Chargor and the Chargee expressly agree otherwise in writing.

### 3.3 Variation of Charged Assets

3.3.1 The Chargor may by written notice to the Chargee accompanied by the information specified in clause 3.3.2 (a "Buyer's Notice") require the Chargee to Release the Property and replace it with the Alternative Property.

3.3.2 The Buyer's Notice shall include:

- (a) a plan identifying the Alternative Property;
- (b) a statement of the number and type of Dwellings reasonably capable of being developed upon the Alternative Property in accordance with the rights under the Contract; and
- (c) a Valuation of the Alternative Property.

3.3.3 Where the Market Value of the Alternative Property (as set out in the Valuation) is equal to or more than the Secured Liabilities then on the date which is 20 Working Days after *PM LHP* service of the Buyer's Notice:

- (a) the Chargor shall deliver a Release to the Chargee;
- (b) the Chargor and the Chargee shall enter into the Alternative Property Legal Charge; and
- (c) the Chargor shall pay the Chargee's reasonable and proper legal costs in connection with the Alternative Property Legal Charge and the Release.

## 4. RESTRICTIONS AND WORKS AGREEMENTS

4.1 The Chargor agrees with the Chargee that it will not, without the Chargee's prior written consent Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge except if it is a Permitted Disposal

4.2 The Chargor consents to the Chargee applying to the Land Registry in form RX1 to register the following restriction against the title of the Property.

### "RESTRICTION

No transfer or lease of that part of the registered estate shown *edged green* on the Plan *PM LHP* 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 certificate signed

by the proprietor for the time being of the charge dated *x 24 August* 2018 in favour of Countryside Properties (Bicester) Limited referred to in the charges register (or its conveyancer) or, by a certificate given by Countryside Properties (Bicester) Limited or its conveyancer that the provisions of clause 4.1 of the charge dated *x 24 August 2018* made between (1) CALA Management Limited and (2) Countryside Properties (Bicester) Limited have been complied with or that they do not apply to such disposition. *PM.LLP*

- 4.3 When the Chargor intends to make a Permitted Disposal of the Charged Assets (or to enter into any transaction in relation to the Charged Assets which is not a Disposal) it shall notify the Chargee and the Chargee shall within 10 Business Days give the Chargor (the Chargor having provided the draft form to the Chargee) such form of Release as shall be required to release the relevant part of the Property from this Charge and/or to remove the restriction created pursuant to Clause 4.2 and/or provide such Land Registry forms as are required for the registration of the relevant transaction against the registered title to the Charged Assets.
- 4.4 The Chargee shall (at the Chargor's reasonable and proper cost) within 10 Business Days of request consent to and join in any Works Agreement to give its consent to the terms of the Works Agreement subject to those terms only being binding on the Chargee if it becomes a mortgagee in possession and shall release from this Legal Charge such parts of the Property as are required to procure the adoption dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property provided that the Chargor indemnifies the Chargee and its successors in title from any liability arising under or as a result of any Works Agreement.

## 5. DISCHARGE

Within 10 Business Days after the payment of the entirety of the Deferred Consideration and all other sums due under this Legal Charge the Chargee will give to the Chargor such form of Release as shall be required to release the whole of the Property remaining subject to this Charge from this Charge and the restriction created pursuant to Clause 4.2 (together with any relevant Land Registry form(s)).

## 6. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

### 6.1 Incorporation

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets.

### 6.2 Authority

It is empowered to enter into and perform its obligations contained in this Legal Charge and has taken all necessary action to authorise the execution, delivery and performance of this Legal Charge, to create the security to be constituted by this Legal Charge and to observe and perform its obligations under this Legal Charge.

## **7. EVENTS OF DEFAULT**

Each of the events or circumstances set out in this clause 7 is an Event of Default.

### **7.1 Non-payment**

The Chargor does not pay on the due date any of the Secured Liabilities at the place and in the currency in which it is expressed to be payable in the Contract.

### **7.2 Other obligations**

The Chargor does not comply with any provision of this Legal Charge.

### **7.3 Insolvency**

7.3.1 The Chargor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

7.3.2 A moratorium is declared in respect of any indebtedness of the Chargor.

### **7.4 Insolvency proceedings**

7.4.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

7.4.2 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;

7.4.3 a composition, compromise, assignment or arrangement with any creditor of the Chargor;

7.4.4 enforcement of any security over any assets of the Chargor,

7.4.5 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.

or any analogous procedure or step is taken in any jurisdiction.

This clause 7.4 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 10 days of commencement.

### **7.5 Cessation of business**

The Chargor ceases to carry on business.

### **7.6 Unlawfulness and invalidity**

7.6.1 It is or becomes unlawful for the Chargor to perform any of its obligations under this Legal Charge or in respect the Secured Liabilities or any security created or expressed to be created or evidenced by this Legal Charge ceases to be effective.

7.6.2 Any obligation or obligations of the Chargor under this Legal Charge are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Chargee under this Legal Charge.

**7.7 Repudiation and rescission of agreements**

The Chargor rescinds or purports to rescind or repudiates or purports to repudiate this Legal Charge or the Contract or evidences an intention to rescind or repudiate this Legal Charge or the Contract.

**8. ENFORCEMENT OF SECURITY**

8.1 The security constituted by this Legal Charge shall become enforceable on the later of:

8.1.1 the date on which the Chargee provides the Chargor with written notice that an Event of Default has occurred; and

8.1.2 21 days after the service of written notice on the Chargor's Funder notifying them of the occurrence of an Event of Default

and should the Event of Default be subsisting on such date the power of sale and other powers conferred by section 101 LPA, as varied or amended by this Legal Charge, shall be exercisable without further notice. After the security constituted by this Legal Charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the security constituted by this Legal Charge in such manner as it sees fit.

8.2 If the security constituted by this Legal Charge becomes enforceable pursuant to clause 8.1:

8.2.1 the Chargor or the Chargor's Funder may at any time thereafter serve written notice on the Chargee requiring the Chargee (for nil consideration) to enter into a deed of grant of cross rights in favour of the Chargor's Funder's Land for such rights as are required to be granted in favour of the Chargor's Funder's Land over the Property to enable the development and disposal and future use and enjoyment of all successors in title of the Chargor's Funder's Land for the Permitted Development (as defined in the Contract) and vice versa in respect of such rights as are required to be granted in favour of the Property over the Chargor's Funder's Land Provided That this clause 8.2.1 shall not operate so as to require any right to be granted in favour of either the Chargor's Funder's Land or the Property over any Dwellings that have already been released from respectively this Legal Charge or any charge over the Chargor's Funder's Land save in so far as and to the extent only that any rights have been reserved in favour of the Chargor's Funder's Land or the Property over such Dwellings and any land ancillary to them by or on behalf of the Chargee or by or on behalf of the Chargor or the Chargor's Funder .

8.2.2 The Chargee, the Chargor and the Chargor's Funder shall use reasonable endeavours to agree the form of deed of grant referred to in clause 8.2.1 within 15 Business Days following service of notice by the Chargor's Funder or by the Chargee pursuant to clause 8.2.1. Any dispute between the parties shall be determined in accordance with clause [14] of the Contract (which shall apply in these circumstances mutatis mutandis).

- 8.2.3 The Chargee shall enter into such deed of grant within 10 Business Days of the Chargor or the Chargor's Funder providing to the Chargee engrossment copies of the form of deed of grant that has been agreed or determined pursuant to clause 8.2.2.
- 8.2.4 The Chargee shall provide such reasonable assistance as the Chargor or the Chargor's Funder may reasonably require in order to secure registration of any such deed of grant against the title(s) to the relevant part(s) of the Property which remain subject to this Legal Charge at the time of completion of such deed of grant and to secure the registration of the benefit of any such deed of grant in favour of the title(s) to the Chargor's Funder's Land.
- 8.2.5 The Chargor and the Chargor's Funder shall enter into such deed of grant within 10 Business Days of the Chargee providing to the Chargor engrossment copies of the form of deed of grant that has been agreed or determined pursuant to clause 8.2.2.
- 8.2.6 The Chargor and the Chargor's Funder shall provide such reasonable assistance as the Chargee may reasonably require in order to secure registration of any such deed of grant against the title(s) to the relevant part(s) of the Chargor's Funder's Land and to secure the registration of the benefit of any such deed of grant in favour of the title(s) to the Property.

## **9. NEGATIVE PLEDGE**

The Chargor covenants with the Chargee that, during the continuance of the security created by this Legal Charge, it shall not without the prior written consent of the Chargee:

- 9.1 create or permit to subsist any Encumbrance upon any of the Charged Assets
- 9.2 effect a Disposal of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets except by way of a Permitted Disposal.

## **10. APPOINTMENT AND POWER OF RECEIVER**

- 10.1 At any time after the security constituted by this Legal Charge becomes enforceable or if so requested by the Chargor by written notice at any time, the Chargee may:
  - 10.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
  - 10.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 10.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

## **11. COSTS AND INDEMNITY**

- 11.1 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 or any Receiver in connection with:

- 11.1.1 this Legal Charge or the Charged Assets;
- 11.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's or a Receiver's rights under this Legal Charge; or
- 11.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,
- 11.1.4 together with interest on those costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost arose until full discharge of that cost (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Contract.

## 11.2 Indemnity

The Chargor shall indemnify the Chargee and each Receiver, and their respective employees and agents on a full indemnity basis in respect of all costs incurred or suffered by any of them in or as a result of:

- 11.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Legal Charge or by law in respect of the Charged Assets;
- 11.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge; or
- 11.2.3 any default or delay by the Chargee in performing any of its obligations under this Legal Charge.

Any former or current employee or validly authorised agent of the Chargee may enforce the terms of this clause 11.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## 12. FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 12.1.1 creating, perfecting or protecting the security intended to be created by this Legal Charge;
- 12.1.2 facilitating the realisation of any of the Charged Assets; or
- 12.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Assets,

including, without limitation, if the Chargee thinks it expedient, the execution of any 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 Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.



### **13. POWER OF ATTORNEY**

#### **13.1 Appointment of attorneys**

By way of security, the Chargor irrevocably appoints the Chargee and every Receiver 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 that:

13.1.1 the Chargor is required to execute and do under this Legal Charge; or

13.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Legal Charge or by law on the Chargor or any Receiver.

#### **13.2 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 rights, powers, authorities and discretions referred to in clause 13.1.

### **14. PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this Legal Charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

### **15. ASSIGNMENT AND TRANSFER**

The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this Legal Charge or any of its rights under this Legal Charge or purport to do any of the same without the prior written consent of the other party.

### **16. THIRD PARTY RIGHTS**

16.1 Subject to clauses 16.2 and 16.3 a person who is not a party to this Legal Charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this Legal Charge. No party to this Legal Charge may hold itself out as trustee of any rights under this Legal Charge for the benefit of any third party unless specifically provided for in this Legal Charge. This clause 16.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.2 Any person to whom the benefit of any provision of this Legal Charge is assigned in accordance with the terms of this Legal Charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Legal Charge which confers (expressly or impliedly) any benefit on any such person.

16.3 The Chargor's Funder shall be entitled to enforce Clause 8.2.

**17. NOTICES**

- 17.1 Any notice given pursuant to this Legal Charge shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice shall be delivered by hand or by prepaid recorded delivery first class post or fax to:

17.1.1 in the case of the Chargor, at the address set out below:-

CALA Management Limited

Adam House

5 Mid New Cultins

Edinburgh

EH11 4DU

and marked for the attention of the Company Secretary; and

CALA Management Limited

C/o CALA Homes Midlands Ltd

CALA House

Arleston Way

Solihull

West Midlands

B90 4LH

and marked for the attention of the Managing Director

17.1.2 in the case of the Chargee:

Countryside Properties (Bicester) Limited, Countryside House, The Drive,  
Brentwood, Essex, CM13 3AT

marked for the attention of: Company Secretary

or, in relation to any party, such other address for service in the United Kingdom as that party may from time to time notify to the other.

- 17.2 In the absence of evidence of earlier receipt and subject to clause 17.3, a notice served in accordance with clause 17.1 shall be deemed to have been received:

17.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 17.1; and

17.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.

17.3 If deemed receipt under clause 17.2 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

17.4 For the avoidance of doubt, notice given under this Legal Charge shall not be validly served if sent by e-mail or fax.

## **18. GENERAL**

18.1 No variation to this Legal Charge shall be effective unless made in writing and signed by or on behalf of all the parties to this Legal Charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this Legal Charge to the termination or variation of this Legal Charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this Legal Charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

18.2 Each provision of this Legal Charge is severable and distinct from the others. If at any time any provision of this Legal Charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Legal Charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this Legal Charge shall not be affected in any way.

18.3 If any provision of this Legal Charge is found to be illegal, invalid or unenforceable in accordance with clause 18.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

18.4 The failure or delay in exercising a right or remedy provided by this Legal Charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this Legal Charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

18.5 The Chargee's rights and remedies contained in this Legal Charge are cumulative and not exclusive of any rights or remedies provided by law.

18.6 This Legal Charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

## **19. GOVERNING LAW**

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

**20. JURISDICTION**

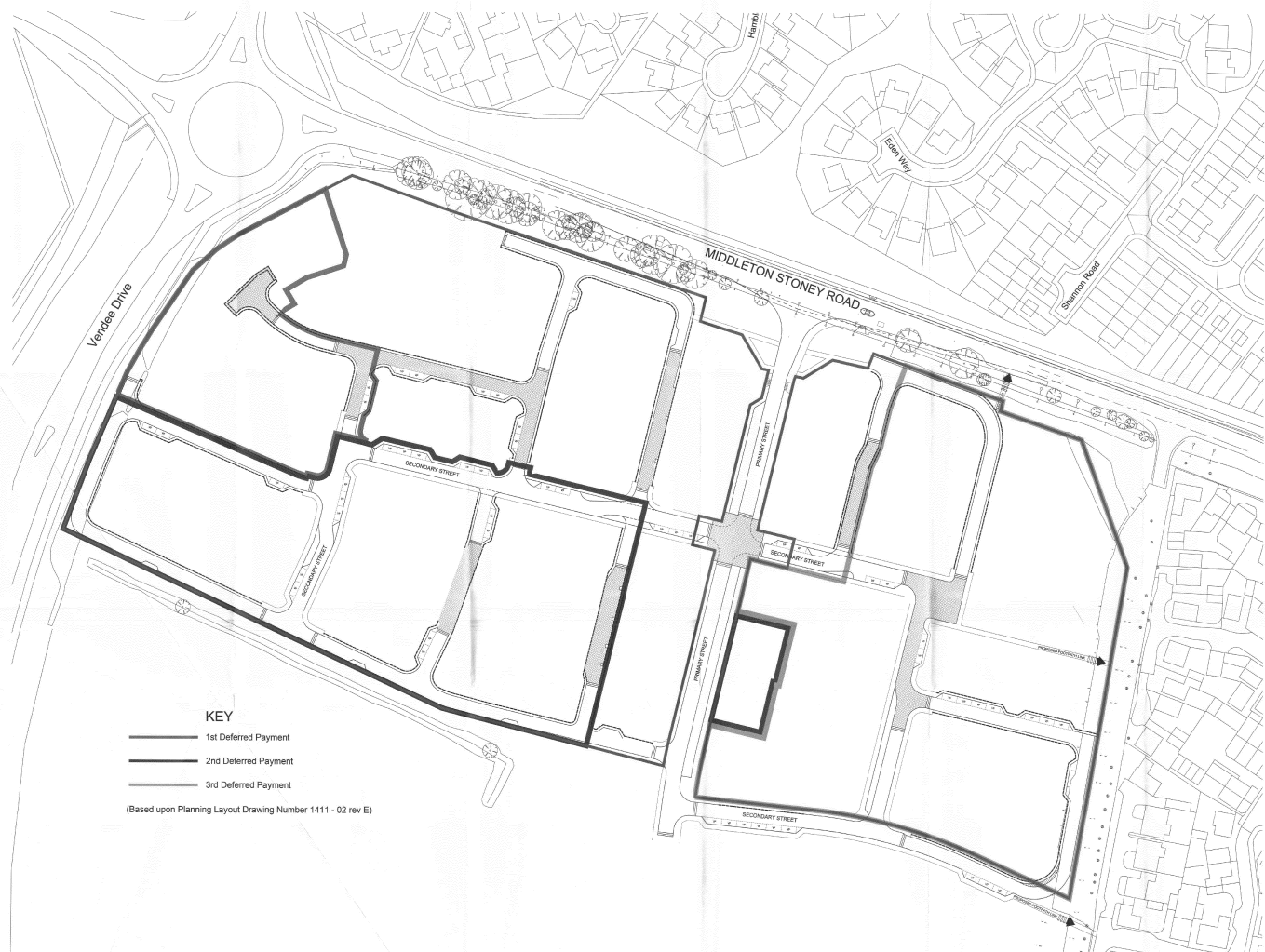
- 20.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including a dispute relating to the existence, validity or termination of this Legal Charge or any non-contractual obligation arising out of or in connection with this Legal Charge) (a "Dispute").
- 20.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

This Legal Charge has been duly executed as a deed and it is delivered on the date first set out above.

## **SCHEDULE 1**

### **DETAILS OF THE PROPERTY**

The part of the land at Parcel KMH and KMI Kingsmere, Bicester comprised at the date of this Legal Charge within Title Numbers ON223413 and ON223414 and shown edged green on the Plan.



**KEY**

- 1st Deferred Payment
- 2nd Deferred Payment
- 3rd Deferred Payment

(Based upon Planning Layout Drawing Number 1411 - 02 rev E)

Scale 1:500  
Scale BAR - 0.000



Client	Mr. & Mrs. J. & K. Smith
Project	Development at Middleton Stoney Road, Kingmere, Bedfordshire
Drawn by	Kevin R. Twigger
Checked by	Kevin R. Twigger
Date	Nov 2017

**CALA**  
CALA (Civil and Landscaping Associates Ltd) is a company registered in England No. 10111111. It is a limited liability company with its registered office at 101, The Quadrant, Kingmere, Bedfordshire, MK45 2JH.

**Kevin R. Twigger & Associates Ltd**  
Registered Office: 101, The Quadrant, Kingmere, Bedfordshire, MK45 2JH.  
Tel: 01552 851 101. Fax: 01552 851 102. Email: krt@krt.co.uk  
44 The Quadrant, Kingmere, Bedfordshire, MK45 2JH

**ARCHITECTURAL • CIVIL ENGINEERING  
LAND SURVEYORS • LANDSCAPE DESIGN**

SIGNED as a DEED by COUNTRYSIDE )  
PROPERTIES (BICESTER) LIMITED )  
acting by a director in the presence of: )

.....  
Director

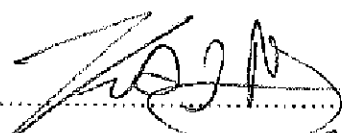
Witness Signature: .....

Witness Name: .....

Witness Address: .....

Witness Occupation: .....

EXECUTED AND DELIVERED as a DEED by)  
CALA MANAGEMENT LIMITED )  
acting by its attorneys in the )  
presence of: )

..... Attorney

Witness Signature: .....

Witness Name: LAURA STANWAY.....

Witness Address: CALA HOUSE, ARLETON WAY, SOLIHULL B90 4HH.....

Witness Occupation: PLANNING COORDINATOR.....

 MARK WRIGHT..... Attorney

Witness Signature: .....

Witness Name: LAURA STANWAY.....

Witness Address: CALA HOUSE, ARLETON WAY, SOLIHULL B90 4HH.....

Witness Occupation: PLANNING COORDINATOR.....