



Registration of a Charge

Company name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company number: **00614864**



X58E1082

Received for Electronic Filing: **03/06/2016**

Details of Charge

Date of creation: **01/06/2016**

Charge code: **0061 4864 1112**

Persons entitled: **CHARLES WILLIAM HUMPHREYS AND PETRONELLA MARGARET HUMPHREYS**

Brief description: **LAND AT FARNHAM ROAD AND HAZEL END ROAD, HAZEL END, BISHOP'S STORTFORD, HERTFORDSHIRE BEING PART OF THE LAND REGISTERED WITH HM LAND REGISTRY UNDER THE TITLE NUMBER HD146348**

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

Certified by:

TRACY MARINA WARREN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1112

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2016 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2016 .

Given at Companies House, Cardiff on 6th June 2016

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

1st June

2016

COUNTRYSIDE PROPERTIES (UK) LIMITED

and

CHARLES WILLIAM HUMPHREYS AND PETRONELLA MARGARET
HUMPHREYS

Legal charge over Land at Farnham Road and Hazel End Road Hazel
End

Bishop's Stortford Hertfordshire



COUNTRYSIDE

Places People Love

THIS LEGAL CHARGE is made ~~on the date set out in the Particulars~~

BETWEEN

- (1) the Buyer; and
- (2) the Seller

BACKGROUND

- (A) By a transfer dated the same date as this Legal Charge, the Seller transferred the Property to the Buyer.
- (B) The Buyer has agreed to pay the Deferred Payments to the Seller on the terms of the Agreement.
- (C) The Buyer has agreed to grant this Legal Charge to the Seller as security for the Buyer's obligation to pay the Secured Liabilities.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"Affordable Housing"	land forming part of the Property which is required as a planning requirement to be occupied (at least initially) by persons in need involving (whether by way of development management transfer or other disposal) a local authority registered provider or similar body
"Agreement"	an agreement dated 1st June 2016 made between (1) the Seller and (2) the Buyer
"Buyer"	COUNTRYSIDE PROPERTIES (UK) LIMITED (registered number 00614864) whose registered office is at Countryside House The Drive Great Warley Brentwood Essex CM13 3AT

"Deferred Payments"	has the same meaning as set out in clause 2.3 of the Agreement
"Delegate"	Any person appointed by the Seller or any Receiver pursuant to clause 6.13 and any person appointed as an attorney of the Seller, Receiver or Delegate
"Due Dates"	the relevant dates for payment of the Deferred Payments stated in clauses 2.2(b) to (e) (inclusive) of the Agreement and references to "Due Dates" shall be deemed to include any one or more of them
"Encumbrance"	Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
"Environment"	all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water, and surface and sub-surface soil and any living organisms, including man, or systems supported by any such matters;
"Environmental Law"	all applicable statutes, treaties, regulations, directives, secondary legislation or similar measures and all orders, notices, codes of practice and guidance made under them relating to the pollution or protection of the Environment that affect the Property.
"Event of Default"	any of the events of default set out in clause 5.6
"Excluded Disposition"	<p>(a) A transfer or lease for a term of not less than 99 years of one or more completed Units; and/or</p> <p>(b) A transfer or lease of the site of a gas governor site electricity substation site sewerage pumping station or balancing</p>

pond site requisite for the residential development of the Property or any part thereof and any easements for the supply of services

- (c) A transfer or lease of areas of open space, areas on which any community facility is to be provided in accordance with the requirements of the local planning authority;
- (d) A transfer or lease for a term of not less than 99 years of land or residential Units (whether partly or wholly constructed) to an Affordable Housing provider;
- (e) A transfer or lease of land pursuant to the requirements of a planning agreement;

"Expert"

an independent chartered surveyor with at least ten years' experience in valuing properties similar to the Property, for uses similar to the development authorised by the Planning Permission, and who is a Member or Fellow of the RICS, appointed in accordance with clause 2.5.3.

"Insolvency Act"

Insolvency Act 1986

"Interest Rate"

4% above either the base rate from time to time of Bank of Scotland PLC or such other clearing bank nominated by the Seller at any time or 0%, whichever is the greater, but if the clearing banks cease at any time to publish a base lending rate, the interest rate shall be such comparable rate of interest as the Seller may reasonably determine

"Open Market Value"

means the open market value as defined in the latest edition of the RICS Valuation Standards at the relevant date

"Planning Agreements"

means an Agreement under section 106 of the Town and Country Planning Act 1990 of even

date between East Hertfordshire District Council (1) the Buyer (2) and the Seller (3) and an Agreement under section 106 of the Town and Country Planning Act 1990 of even date between Hertfordshire County Council (1) the Buyer (2) the Seller (3) and East Hertfordshire District Council (4)

"Planning Permission"

means the planning permission granted or resolved to be granted by the local planning authority at the date of this Legal Charge with reference number 3/13/0886/OP for development of the Property by an urban extension comprising 329 new dwellings (of a range of sizes, types and tenures, including affordable housing), including a site for a one-form-entry primary school, and public open and amenity space, together with associated landscaping, access, highways (including footpaths and cycleways), parking, drainage (including a foul water pumping station), utilities and service infrastructure works), with all matters reserved except for vehicular access, or any substitution, variation or amendment of that permission, together with any planning permission granted in respect of the matters reserved or any alternative planning consent for a residential led development secured by the Buyer

"Property"

The freehold property comprising:-

- i. firstly approximately 48 acres which abuts Hazel End Road on the south eastern side the A120 on the northern side and Farnham Road on the south western side at Hazel End, Bishop's Stortford, Hertfordshire shown edged brown on the title plan to title number HD146348; and
- ii. secondly approximately 14.8 acres which abuts Hazel End Road on the western side, the A120 on the northern side and the River Stort on

the eastern side at Hazel End, Bishop's Stortford, Hertfordshire shown edged mauve on the title plan to title number HD146348

all of which is part of the land registered at HM Land Registry under the Title Number together with all the Buyer's estate, right, title and interest, if any, in the Highway Land as defined in the Agreement and 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 the Property at any time.

"Receiver"

any receiver or receiver and manager appointed by the Seller under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver

"RICS"

Royal Institution of Chartered Surveyors

"Secured Liabilities"

The Deferred Payments and all other present and future monies, obligations and liabilities owed by the Buyer to the Seller, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under this Legal Charge together with all interest accruing in respect of such monies or liabilities

"Security"

any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge whether fixed or floating

"Seller"

CHARLES WILLIAM HUMPHREYS AND PETRONELLA MARGARET HUMPHREYS of Hazel End Farm Hazel End Bishop's Stortford Hertfordshire CM23 1HG

"Title Number"

HD146348

"Unit"

a Unit of accommodation constructed or to be constructed on the Property, a one-form-entry primary school, any substations, pumping

stations, gas governors, areas of public open space or any roads, footpaths and cycleways or attenuation ponds that are to be adopted.

"Warranties"

the warranties given by the Buyer to the Seller under **clause 9**

"working day"

means any day other than a Saturday or Sunday, Christmas Day, Good Friday or a statutory bank holiday

1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses are to clauses of this Legal Charge;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation, codes of practice and guidance made under that statute;
- 1.2.4 references to the Seller and the Buyer shall include their respective successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees
- 1.2.5 references to the Property include each and every and any part of it;
- 1.2.6 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.7 references to a Receiver includes a reference to a Delegate appointed in accordance with the terms of this Legal Charge and where more than one Receiver is appointed includes each and every and any one of them;

1.2.8 "including" means "including, without limitation";

1.2.9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;

1.2.10 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and

1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 Particulars

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.

1.4 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, except as provided elsewhere in this Legal Charge and this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

2. COVENANT TO PAY AND CHARGE

2.1 Covenant to pay

2.1.1 The Buyer covenants with the Seller to pay the Deferred Payments to the Seller pursuant to and in accordance with clause 2.2 of the Agreement on the Due Dates; and

2.1.2 The Buyer covenants with the Seller to pay to the Seller and discharge the Secured Liabilities, other than the Deferred Payments, on demand.

2.2 Covenant to pay interest

The Buyer covenants with the Seller to pay interest at the Interest Rate on the Deferred Payments from day to day from the Due Dates until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Buyer) compounded on a monthly basis.

2.3 Legal mortgage

The Buyer with full title guarantee charges the Property to the Seller by way of first fixed legal mortgage.

2.4 Continuing security

This Legal Charge is made for securing the Secured Liabilities and is a continuing security and will not be discharged by any payment or discharge on account of the whole or any part of the Secured Liabilities.

2.5 Release

2.5.1 The Seller will release from this Legal Charge and the restriction on title hereinafter referred to the subject matter of Excluded Dispositions at the request and cost of the Buyer SUBJECT TO the Open Market Value of the Property remaining under charge to the Seller following such release as agreed or determined in accordance with clause 2.5.3 being not less than 120% of the amount of the Secured Liabilities and the Buyer having complied with clause 4.20.

2.5.2 Once the Buyer has paid the Secured Liabilities, the Seller will at the request and cost of the Buyer release the Property from this Legal Charge.

2.5.3 The Open Market Value of the Property remaining under charge to the Seller is to be agreed between the Seller and the Buyer but in default of agreement within ten working days, either party may refer the matter for determination by an Expert and:

- (a) the parties will agree on the appointment of the Expert and will agree with the Expert the terms of the appointment but if the parties are unable to agree on an Expert or the terms of the appointment within ten working days, either party will then be entitled to request the President for the time being of the RICS to appoint the Expert and to agree with the Expert the terms of the appointment;
- (b) the Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of one months of the matter being referred to the Expert;
- (c) if the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause 2.5.3 then the parties may apply to the President for the time being of the RICS to discharge the Expert and to appoint a replacement Expert and this clause 2.5.3 will apply to the new

Expert as if they were the first Expert appointed;

- (d) the parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision;
- (e) the parties will with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other party may reasonably require to make a submission under this clause;
- (f) the Expert will act as an expert and not as an arbitrator. The Expert will determine the Open Market Value. The Expert's written decision on the matters referred to the Expert will be final and binding on the parties in the absence of manifest error or fraud;
- (g) the Expert's fees and any costs properly incurred by the Expert in arriving at a determination will be borne by the Buyer;
- (h) each party will act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching a determination.

2.6 Land Registry restriction

- 2.6.1 The Buyer is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the Title Numbers in the following Land Registry standard form:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, being a charge registered before the entry of this restriction, is to be registered without either (i) a written consent, signed by the proprietor for the time being of the charge dated ^{1st June 2016} ~~(date of this Legal Charge)~~ in favour of CHARLES WILLIAM HUMPHREYS AND PETRONELLA MARGARET HUMPHREYS referred to in the charges register or (ii) a certificate signed by the conveyancer to the registered proprietor that the disposition is an Excluded Disposition as defined in the charge."

- 2.6.2 The Seller, in its absolute discretion, may make an application referred to in **clause 2.6.1** in place of the Buyer. In such a case, the Buyer consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.

3. PLANNING AND INFRASTRUCTURE AGREEMENTS

At the reasonable request of the Buyer, the Seller agrees to join, in a capacity as chargee only, as party to any planning and infrastructure agreements relating to the development of the Property, SUBJECT ALWAYS to:-

- 3.1 not being bound by any obligations contained therein, save in the event of the Seller entering the Property as mortgagee in possession; and
- 3.2 the Buyer being responsible for the Seller's reasonable and proper legal costs in connection with any such agreement

4. COVENANTS

4.1 **Restriction on further security**

The Buyer shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so); nor may it, without the prior consent of the Seller, (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Property (or purport to do so), (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Property (or purport to do so) or (c) otherwise dispose of its interest (whether legal or beneficial) in the Property (or purport to do so) PROVIDED THAT the Buyer shall not be prevented from granting a floating charge over all of its assets to its principal funder.

4.2 **Enforcement of Rights**

The Buyer shall use all reasonable endeavours to:

- 4.2.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Buyer and relating to the Property of the covenants and other obligations imposed on such counterparty; and
- 4.2.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Property which the Seller may require from time to time.

4.3 **Notice of Breaches**

The Buyer shall, promptly on becoming aware of any of the same, give the Seller notice in writing of any breach of:

- 4.3.1 any representation or warranty set out in clause 9; and
- 4.3.2 any covenant set out in this clause 4.

4.4 Further Assurance

Solely for the perfecting, protecting or facilitating the realisation of its security over the Property or the exercise of any right, power, authority or discretion exercisable by the Seller or any Receiver of the Property, the Buyer, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Seller may reasonably require) in favour of the Seller as the Seller, (acting reasonably), requires from time to time over all or any part of the Property and give all notices, orders and directions and making of any registration which the Seller may reasonably require.

4.5 Buyer's Waiver of Set-off

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

4.6 Insurance of the Property

The Buyer is to insure and keep insured the buildings and fixed plant, machinery and fixtures forming part of the Property in the joint names of the Seller and the Buyer:

- 4.6.1 against loss or damage by fire and such other risks as the Seller may require;
- 4.6.2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses;
- 4.6.3 through an insurance office or underwriters approved by the Seller; and
- 4.6.4 on terms acceptable to the Seller (acting reasonably)

4.7 Additional insurance obligations

The Buyer is to:

- 4.7.1 pay all insurance premiums as soon as they become due;
- 4.7.2 provide the Seller on request with a copy of the insurance policies effected by the Buyer together with evidence for the payment of the last premiums for those policies;
- 4.7.3 apply all monies received by virtue of any insurance policies in making good the loss of or damage to the Property or, if the Seller so directs, in or towards discharging the Secured Liabilities; and

- 4.7.4 pay to the Seller on demand the costs of any insurance effected by the Seller to remedy any default by the Buyer in insuring under this **clause**

4.8 No Invalidation of Insurance

The Buyer shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the insurance policies in respect of the Property.

4.9 Compliance with and Enforcement of Covenants

The Buyer shall:

- 4.9.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Seller so requires) produce to the Seller evidence sufficient to satisfy the Seller that those covenants, stipulations and conditions have been observed and performed; and
- 4.9.2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

4.10 Notices or Claims Relating to the Property

4.10.1 The Buyer shall:

- (a) give full particulars to the Seller of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "**Notice**") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
- (b) (if the Seller so requires) immediately, and at the cost of the Buyer, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Seller in making, such objections or representations in respect of any such Notice as the Seller may desire.

4.10.2 The Buyer shall give full particulars to the Seller of any claim, notice or other communication served on it in respect of any alleged breach of any Environmental Law relating to the Property.

4.11 Environment

The Buyer shall in relation to the Property:

4.11.1 properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law; and

4.11.2 observe and perform in all material respects all the requirements of Environmental Law, including obtaining and maintaining in force any authorizations, permits or licences necessary under Environmental Law in respect of the Property.

4.12 Conduct of Business on Property

The Buyer shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4.13 Inspection

The Buyer shall permit the Seller and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

4.14 No Restrictive Obligations

The Buyer shall not, without the prior written consent of the Seller, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right or proprietary interest whatsoever in or over the whole or any part of the Property.

4.15 Statutory requirements

The Buyer is to comply with all statutory and other requirements affecting the Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations, licences and permits which may be necessary to enable it to preserve, maintain or renew the Property.

4.16 Taxes and outgoings

The Buyer is punctually to pay all taxes, duties, rates, assessments and outgoings payable in respect of the Property or by the occupier of the Property.

4.17 Development

The Buyer is not to carry out any development on the Property other than the development permitted by the Planning Permission.

4.18 Costs and expenses

The Buyer is to pay on demand to the Seller or the Receiver and indemnify them and any Delegate against:

4.18.1 all costs and expenses, liabilities, damages and losses which may be incurred or suffered by either of them in connection with or in contemplation of:

4.18.1.1 any consents or approvals which may be required in respect of the Property or under the terms of this Legal Charge;

4.18.1.2 taking, holding, negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (or any attempts to do so);

4.18.1.3 stamp duty land tax and other fees and costs arising from preserving or improving the security created by this Legal Charge;

4.18.1.4 any default or delay by the Buyer performing any of its obligations under this Legal Charge;

4.18.1.5 the Expert's fees and any costs properly incurred by the Expert in arriving at a determination of the Open Market Value in accordance with clause 2.5.3; and

4.18.1.6 interest on any costs and expenses payable under this Legal Charge from the date upon which they were demanded until repayment and as well after as before judgment at the Interest Rate.

4.19 Not jeopardise Security

The Buyer will not do or omit to do anything or allow anything to be done or omitted which may in any way depreciate, jeopardise or otherwise prejudice the security created by this Legal Charge, the priority of its ranking as expressed in this Deed or the value of the Property.

4.20 Easements on Excluded Dispositions

The Buyer will procure that on any Excluded Disposition all appropriate, reasonable and necessary rights required for the proper use, enjoyment and development of the Property remaining under charge to the Seller are granted, or excepted and reserved, as the case may be, over that part of the Property which is the subject of the Excluded Disposition and prior to the grant, or exception and reservation, of such rights the Buyer will submit the form of the Excluded Disposition to the Seller for approval, such approval not to be unreasonably withheld or delayed PROVIDED THAT for the avoidance of doubt the Buyer shall be entitled to secure the Seller's general consent to its standard form of house transfer and flat lease without having to secure consent to each

and every such assurance.

5. ENFORCEMENT

5.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

5.2 Power of leasing

The restriction on the powers of the Seller or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge. The statutory powers of leasing and accepting surrenders are extended so as to authorise the Seller and any Receiver, at any time after the security constituted by this Legal Charge has become enforceable, whether in its own name or in that of the Buyer, to make any lease or arrangement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Buyer, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Seller or Receiver thinks fit.

5.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Liabilities become due and payable and the statutory power of sale and other powers of enforcement given by section 101 of the 1925 Act (as varied or extended by this Legal Charge) arise immediately on execution of this Legal Charge.

5.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable without any demand.

5.5 Privileges

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

5.6 Events of default

This Legal Charge will become immediately enforceable and the powers of the Seller and the Receiver exercisable in any of the following events:

5.6.1 the Buyer does not pay or discharge the Secured Liabilities when due;

- 5.6.2 the Buyer does not comply materially with its obligations in this Legal Charge;
- 5.6.3 there is any breach by the Buyer of the Warranties;
- 5.6.4 an order is made for the compulsory purchase of the whole or any part of the Property;
- 5.6.5 any Security over the assets of the Buyer or over the Property becomes enforceable;
- 5.6.6 where the Buyer is a Company, the Buyer is struck off from the Register of Companies or an application is made for the Buyer to be struck off;
- 5.6.7 a receiver or administrative receiver is appointed of the whole or any part of any property or assets of the Buyer or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 5.6.8 where the Buyer is a company, an administrator is appointed over the Buyer;
- 5.6.9 where the Buyer is a company, a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Buyer or a resolution is passed or an order made for the winding up of the Buyer;
- 5.6.10 where the Buyer is a company, a voluntary arrangement is made in respect of the Buyer under Part I Insolvency Act or any other compromise or arrangement for the benefit of any creditors of the Buyer is made;
- 5.6.11 where the Buyer is a company, the commencement of a voluntary winding-up in respect of the Buyer, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- 5.6.12 where the Buyer is an individual, a petition is presented for the bankruptcy of the Buyer or a bankruptcy order is made against the Buyer; or
- 5.6.13 where the Buyer is an individual, an interim order is made for a voluntary arrangement under section 252 Insolvency Act in respect of the Buyer;
- 5.6.14 the Buyer is unable or admits inability to pay its debts as they fall due

(or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Buyer is less than its liabilities (taking into account contingent and prospective liabilities).

5.7 Enforcement of Security

After the security constituted by this Legal Charge has become enforceable, the Seller 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 Property.

5.8 No liability as mortgagee in possession

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

5.9 Relinquishing possession

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

5.10 Seller's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Seller at its absolute discretion to

5.10.1 do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge without first appointing a Receiver or notwithstanding the appointment of a Receiver.

5.10.2 remedy a breach at any time by the Buyer of any of its obligations contained in this Legal Charge. The Buyer irrevocably authorises the Seller and its agents to do all such things as are necessary or desirable for that purpose. Any monies expended by the Seller in remedying a breach by the Buyer of any of its obligations contained in this Legal Charge shall be reimbursed by the Buyer to the Seller on a full indemnity basis and shall carry interest at the Interest Rate in accordance with the terms of this Legal Charge;

In remedying any breach in accordance with this clause 5.10.2 the Seller, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Seller may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

The rights of the Seller under this clause are without prejudice to any other rights of the Seller under this Legal Charge. The exercise of those rights shall not make the Seller liable to account as a mortgagee in possession.

5.10.3 grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this Legal Charge (whether or not such person is jointly liable with the Buyer) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Legal Charge or to the liability of the Buyer for the Secured Liabilities.

6. APPOINTMENT OF RECEIVERS

6.1 Powers under this Legal Charge

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Seller under the Insolvency Act, the 1925 Act or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the 1925 Act.

6.2 Appointment of receivers

At any time after the Seller's power of sale has become exercisable, the Seller may without further notice appoint one or more than one Receiver in respect of the Property or any part of the Property. The power to appoint a Receiver (whether conferred by this Legal Charge or statute) shall be and remain exercisable by the Seller despite any prior appointment in respect of all or part of the Property.

6.3 Removal of restrictions on appointment

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

6.4 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.

6.5 Additional or alternative receivers

The Seller may remove the Receiver and appoint another Receiver and the Seller may also appoint an alternative or additional Receiver.

6.6 Agent of the Buyer

The Receiver will, so far as the law permits, be the agent of the Buyer. The agency of each Receiver shall continue until the Buyer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Seller.

6.7 Scope of Receiver's Powers

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

6.8 Buyer's liability

The Buyer alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

6.9 Liability for default

The Seller will be not be responsible for any misconduct, negligence or default of the Receiver.

6.10 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Buyer.

6.11 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Seller without the restrictions contained in section 109 of the 1925 Act but will be payable by the Buyer. The amount of the remuneration will form part of the Secured Liabilities.

6.12 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Buyer:

6.12.1 to do or omit to do anything which the Buyer could do or omit to do in relation to the Property; and

6.12.2 to exercise all or any of the powers conferred on the Receiver or the Seller under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision);

6.12.3 to undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any

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- 6.12.4 permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 6.12.5 in connection with the exercise of the Receiver's powers, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Buyer;
- 6.12.6 to exercise or revoke any VAT option to tax as he thinks fit;
- 6.12.7 to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Seller may prescribe or agree with him;
- 6.12.8 to collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights;
- 6.12.9 to sever and sell separately any fixtures or fittings from the Property without the consent of the Buyer;
- 6.12.10 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Property;
- 6.12.11 to make any arrangement, settlement or compromise between the Buyer and any other person as he thinks fit;
- 6.12.12 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit;
- 6.12.13 to 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 Buyer under this Legal Charge if the Receiver thinks fit;
- 6.12.14 to for any of the purposes authorised by this clause, raise money by borrowing from the Seller (or from any other person) on the security of all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Seller consents, terms under which such security ranks in priority to this Legal Charge);
- 6.12.15 to redeem any prior Encumbrance and settle and pass the accounts to

which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Buyer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and

6.12.16 to do all such other acts and things as the Receiver may consider incidental or conducive to any of the matters or powers in this clause, or which he lawfully may or can do as agent for the Buyer

6.13 Delegation

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

6.14 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

6.14.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Buyer;

6.14.2 to carry on, manage or permit the carrying on and managing any business of the Buyer at the Property as the Receiver may think fit;

6.14.3 to grant options or any other interest or right over the property, sell, whether by public auction or private contract or otherwise, exchange, licence or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him; and

6.14.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

6.15 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this **clause 6**.

7. DISTRIBUTIONS

All monies received by the Seller or a Receiver or a Delegate (other than sums received pursuant to any insurance policy over the Property) pursuant to this Legal Charge will, subject to any claims ranking in priority to the Secured Liabilities and by way of variation of the 1925 Act, be applied in or towards discharging in the following order of priority:

- 7.1.1 the costs, charges and expenses incurred and payments made by or on behalf of the Seller, a Receiver or a Delegate in connection with this Legal Charge or as a result of the exercise of their respective powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 7.1.2 the remuneration of the Receiver;
- 7.1.3 the Secured Liabilities in such order as the Seller may determine; and
- 7.1.4 the claims of those entitled to any surplus.

7.2 Appropriation

Neither the Seller, any Receiver nor any Delegate under this Legal Charge shall be bound (whether by virtue of section 109(8) of the 1925 Act, 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

8. PURCHASER

- 8.1 A purchaser from, tenant or other person dealing with the Seller or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.
- 8.2 The receipt of the Seller 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 Property or in making any acquisition in the exercise of their respective powers, the Seller, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

9. WARRANTIES

- 9.1 The Buyer represents and warrants to the Seller that:
 - 9.1.1 neither the execution of this Legal Charge by the Buyer nor compliance

with its terms will:

- 9.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Buyer is bound; or
- 9.1.1.2 cause any limitation on any of the powers of the Buyer or on the right or ability of the directors of the Buyer to exercise those powers to be exceeded;
- 9.1.2 all consents required by the Buyer for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 9.1.3 no person having any charge or other form of security over the Property or any other assets of the Buyer has enforced or given notice of its intention to enforce such security;
- 9.1.4 no Event of Default has occurred or is continuing; and
- 9.1.5 the Buyer is the sole legal and beneficial owner of the Property.

10. EXCLUSION OF LIABILITY AND MISCELLANEOUS

10.1 Liability for loss and damage

- 10.1.1 The Seller and the Receiver will not be liable to the Buyer for any loss or damage incurred by the Buyer arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.
- 10.1.2 The Buyer may not take any proceedings against any officer, employee or agent of the Seller or the Receiver in respect of any claim it might have against the Seller or the Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Legal Charge.

10.2 Buyer's indemnity

The Buyer agrees with the Seller to indemnify the Seller and the Receiver against any exercise of the powers of the Seller or the Receiver or any attempt or failure to exercise those powers.

10.3 Continuing Security

This Legal Charge 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 Seller discharges this

Legal Charge in writing.

10.4 Discharge conditional

Any release, discharge or settlement between the Buyer and the Seller shall be deemed conditional on no payment or security received by the Seller in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

10.4.1 the Seller or its nominee may retain this Legal Charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Seller deems necessary to provide the Seller with security against any such avoidance, reduction or order for refund; and

10.4.2 the Seller may recover the value or amount of such security or payment from the Buyer subsequently as if such release, discharge or settlement had not occurred.

10.5 Rights cumulative

The rights and powers of the Seller conferred by this Legal Charge are cumulative, may be exercised as often as the Seller considers appropriate, and are in addition to its rights and powers under the general law.

10.6 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Seller shall, in any way, preclude the Seller from exercising any right or power under this Legal Charge or constitute a suspension or variation of any such right or power.

10.7 Delay

No delay or failure to exercise any right or power under this Legal Charge shall operate as a waiver.

10.8 Single or partial exercise

No single or partial exercise of any right under this Legal Charge shall prevent any other or further exercise of that or any other right.

10.9 Consolidation

The restriction on the right of consolidation contained in section 93 of the 1925 Act shall not apply to this Legal Charge.

10.10 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Legal Charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

11. POWERS

11.1 Execution of documents

The Receiver will have power, either in the name of the Buyer or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

11.2 Disposal of chattels

If the Seller or the Receiver obtain possession of the Property and the Buyer does not remove any chattels on the Property, the Seller or the Receiver may remove and store or sell them without being under any liability to the Buyer other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Seller or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Liabilities.

12. ASSIGNMENT AND TRANSFER

12.1 Assignment by Seller

12.1.1 At any time, without the consent of the Buyer, the Seller may assign or transfer any or all of its rights and obligations under this deed.

12.1.2 The Seller may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Buyer, the Property and this Legal Charge that the Seller considers appropriate.

12.2 Assignment by Buyer

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

13. NOTICES

13.1 Form of notices

Any notice served under this Legal Charge is to be:

13.1.1 in writing;

13.1.2 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

13.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

13.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

13.3.1 if delivered by hand, at the time of delivery;

13.3.2 if sent by post, on the second working day after posting

14. LAW AND JURISDICTION

14.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

14.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgment against the Buyer in the courts of any competent jurisdiction.

15. EXECUTION

The Seller and the Buyer have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars.

SIGNED AS A DEED
by the said **CHARLES WILLIAM HUMPHREYS**
in the presence of

)
)
)

SIGNED AS A DEED
by the said **PETRONELLA MARGARET HUMPHREYS** in the presence of

)
)
)

EXECUTED AS A DEED BY
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by:

)
)
)
X
GSL

Director's Signature

In the presence of:

.....Name of witness

X
.....Signature of witness X TMW

Witnessed By:

Name: TM Warren

Address: The Mole Hill, Hollow Road, Molehill Green,
Nr. Felsted, Great Dunmow, Essex, CM6 3JF.


Occupation: Chartered Secretary

SIGNED AS A DEED
by the said **CHARLES WILLIAM HUMPHREYS**
in the presence of

Birnage
SUSAN JANE BIRNAGE
Shakespeare House
42 Newmarket Road
Cambridge
CB5 8EP
Solicitor

SIGNED AS A DEED
by the said **PETRONELLA MARGARET HUMPHREYS** in the presence of

Birnage
SUSAN JANE BIRNAGE
As before

)
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)


)
)
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EXECUTED AS A DEED BY
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by:

)
)
)

Director's Signature

In the presence of:

.....Name of witness

.....Signature of witness

..... Address of witness

.....

.....Occupation of witness