



Registration of a Charge

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

Company number: **00614864**



X86EV81C

Received for Electronic Filing: **28/05/2019**

Details of Charge

Date of creation: **22/05/2019**

Charge code: **0061 4864 1141**

Persons entitled: **THE BRENTWOOD ROMAN CATHOLIC DIOCESE TRUSTEE
THE TRUSTEES OF THE JEANNE MARIE GUNN TRUST (AS DETAILED IN
THE LEGAL CHARGE)
THE TRUSTEES OF THE CATHOLIC FELLOWSHIP BRENTWOOD
DIOCESE (AS DETAILED IN THE LEGAL CHARGE)
N/A**

There are more than four persons entitled to the charge.

Brief description: **THE FREEHOLD LAND AT RAWRETH LANE, RAYLEIGH, ROCHFORD,
ESSEX SHOWN EDGED RED ON PLAN 1 AND EACH AND EVERY PART
OF IT TOGETHER WITH ALL BUILDINGS AND FIXTURES THEREON AT
ANY TIME WHICH BELONG TO THE CHARGOR**

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: **ROSENBLATT LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1141

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2019 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2019 .

Given at Companies House, Cardiff on 29th May 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 22 May **2019**

**THE BRENTWOOD ROMAN CATHOLIC TRUSTEE
THE TRUSTEES OF JEANNE MARIE GUNN TRUST
and THE CATHOLIC FELLOWSHIP BRENTWOOD DIOCESE**

and

COUNTRYSIDE PROPERTIES (UK) LIMITED

LEGAL CHARGE

Over land at Rawreth Lane Rayleigh Rochford Essex

ROSENBLATT
9-13 St Andrew Street
London EC4A 3AF
Tel: 020 7955 0880
Fax: 020 7955 0880
Ref: JA/COU/22/77

CONTENTS

1. Definitions and interpretation	1
2. Covenant to pay	6
3. Charges	7
4. Restrictions and Works Agreements.....	7
5. Discharge	8
6. Representations and warranties.....	9
7. Events of Default	10
8. DEFAULT INTEREST	11
9. Enforcement of security	12
10. Negative pledge	12
11. Appointment and power of Receiver	12
12. Costs and Indemnity	14
13. Further Assurance	15
14. Power of Attorney.....	16
15. Protection of third parties.....	16
16. Assignment and transfer	16
17. Third party rights	16
18. Notices	17
19. CHARGEЕ COVENANTS	18
20. General.....	18
21. Governing law.....	19
22. Jurisdiction.....	19
SCHEDULE 1	20
Details of the Property	20

DATE:

2019

PARTIES:

- (1) **THE BRENTWOOD ROMAN CATHOLIC DIOCESE TRUSTEE** incorporated and registered in England and Wales (registered number 00450897) whose registered address is at of Cathedral House, Ingrave Road, Brentwood, Essex, CM15 8AT (“Chargee 1”); and
- (2) **GERALD ARTHUR FRANCIS MILLER, ALAN CHARLES COLEMAN, DIANA MARIE DAVIS, PATRICIA ANNE CURNOCK, PAUL FOX, COLIN GRIFFIN and PHIL JOHNSTONE** (together the trustees of the **JEANNE MARIE GUNN TRUST**) care of IBB Solicitors, Capital Court, 30 Windsor Street, Uxbridge, UB8 1AB (“Chargee 2”); and
- (3) **MICHAEL ROBERT HAMILL and MEGAN PATRICIA ANN HERBERT and ELLEN TERESA McHALE and SUSAN FAHEY** as the trustees of **THE CATHOLIC FELLOWSHIP BRENTWOOD DIOCESE** of 14 Hastings Road, London, N11 2RJ (“Chargee 3”),

together (the “Chargee”).
- (4) **COUNTRYSIDE PROPERTIES (UK) LIMITED** incorporated and registered in England and Wales (registered number 00614864) whose registered address is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the “Chargor”).

BACKGROUND

- (A) Pursuant to the Contract (defined below) the Chargee each agreed to sell their respective interests in property owned by them individually, for the sum of £4,750,000 (“**Purchase Price**”), of which each Chargee is entitled to their respective Share.
- (B) It is provided for in the Contract that payment of the Deferred Consideration (being part of the Purchase Price) be secured by a legal charge (namely this deed) over the Property (as defined below).
- (C) The sale and purchase having been completed this day by transfer pursuant to the Contract the Chargee and the Chargor in accordance with the provisions of the Contract have agreed to enter into this Legal Charge.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Legal Charge the following definitions will apply:

“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;

“Chargee”

includes Chargee 1, Chargee 2, and Chargee 3;

“Charged Assets”

the Property with all buildings and fixtures thereon at any time which belong to the Chargor;

“Contract”

the option agreement in respect of the Property and other land dated 10 July 2014 and entered into between (1) The Brentwood Roman Catholic Diocese Trustee, (2) the Trustees of the Jeanne Marie Gunn Trust (3) The Catholic Fellowship and (4) Countryside Properties (UK) Limited;

“Default Rate”

4% per annum above the base rate from time to time of National Westminster Bank plc.

“Deferred Consideration”

- (a) One Million One Hundred and Eighty Seven Thousand Five Hundred Pounds (£1,187,500) payable on the date 12 months after the date of this Legal Charge;
- (b) One Million One Hundred and Eighty Seven Thousand Five Hundred Pounds (£1,187,500) payable on the date 24 months after the date of this Legal Charge;
- (c) One Million One Hundred and Eighty Seven Thousand Five Hundred Pounds (£1,187,500) payable on the date 36 months after the date of this Legal Charge

“Dispose or Disposal”

a charge, sale, assignment or transfer or the grant of a lease for a term in excess of 21 years;

“Due Date”

the date that the relevant part of the Deferred Consideration is payable by the Chargor pursuant to the terms of the Contract and re-iterated in this Legal Charge within the definition of “Deferred Consideration”;

“Dwellings”

a residential dwelling or dwellings (whether a house or apartment) and its or their curtilages and any associated ancillary building or structures erected or to be erected within its or their curtilage on the Property or on the Unencumbered Land;

“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 similar effect;

“Event of Default”

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

“LPA”

the Law of Property Act 1925;

“Land Area”

means the area in acres determined in accordance with RICS, Code of Measuring Practice, 6th edition effective May 2018 (or the edition which is current at the relevant time);

“Nominated Land”

a part of the Property identified on a Land Registry compliant plan by the Chargor subject to the Land Area being no more than 2.7 acres less the Land Area in acres for which a sum equivalent to a Release Fee has been deducted from the relevant tranche of Deferred Consideration (if any));

“Permitted Disposal”

means the following Disposals:

- (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 provided that such Disposal does not exceed 30% of the area of the Property;

“Plan 1”

the plan appended to this Charge at Appendix 1 and labelled plan 1;

“Plan 2”

the plan appended to this Charge at Appendix 1 and labelled plan 2;

“Property”

the property described in Schedule 1, subject to clause 5.1;

“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 (as appropriate) 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 (as applicable);

“Release Fee”

an amount in pounds sterling based on the Land Area in acres in respect of which a Release has been requested pursuant to clause calculated in accordance with the following formula:-

$$\text{Release Fee} = A \times £469,136$$

Where:

A is the Land Area in acres comprised in the part of the Property in respect of which a Release is sought by the Chargor;

“Shares”

as to Chargee 1, 27.48%

as to Chargee 2, 57.58%

as to Chargee 3, 14.94%

and references to "Share" shall be construed accordingly;

"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, without limitation, default interest pursuant to clause 8) 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;

"Unencumbered Land"

the property described in Schedule 2

"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) section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and/or
 - (ii) section 111 of the Local Government Act 1972; and/or
 - (iii) section(s) 38 and/or 278 of the Highways Act 1980; and/or
 - (iv) section 104 of the Water Industry Act 1991 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 permitted assignees and/or permitted transferees/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 to this Legal Charge 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 this Legal Charge.

3. CHARGES

3.1 Fixed Charges

As a continuing security for the payment and discharge of the Secured Liabilities and any other 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;

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.

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 of any Charged Assets unless such Disposal 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:

"No transfer or lease of that part of the registered estate shown edged red on the plan by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a certificate signed by a conveyancer) that the provisions of clause 4.1 of the charge dated, *22 Mar 2019* made between (1) The Brentwood Roman Catholic Trustee, the Trustees of the Jeanne Marie Gunn Trust and The Catholic Fellowship Brentwood Diocese and (2) Countryside Properties (UK) Limited have been complied with or that they do not apply to such disposition."

- 4.3 Prior to completing a Permitted Disposal of the Charged Assets the Chargor shall first:

4.3.1 notify the Chargee of the intended Permitted Disposal;

4.3.2 provide the draft form of Release required for the Permitted Disposal;

4.3.3 give the Chargee at least 10 Business Days prior to completion of the Permitted Disposal to consider the the draft form of Release; and

4.3.4 provide such security for the payment of the Chargee's reasonable and proper costs connected with this clause 4.3, as the Chargee shall reasonably require,

then, subject to clauses 4.3.1, 4.3.2, 4.3.3 and 4.3.4 having been complied with, the Chargee shall give to the Chargor the Release and provide such consent as shall be required by the Land Registry to release the relevant part of the Property which forms the Permitted Disposal only, from this Charge and/or to remove the restriction at clause 4.2 in so far as the same relates to such Permitted Disposal.

4.4 The Chargee shall without unreasonable delay after request, and where required by the relevant statutory body, consent to and join in to, as a chargee only, any Works Agreement subject to:

4.4.1 the terms of such Works Agreement only binding the Chargee if it becomes a mortgagee in possession or successor in title;

4.4.2 all liabilities being expressed to be dependent upon the implementation of the development for which the Works Agreement is entered into, save for any costs to be borne by the Chargor in connection with the negotiation and completion of the Works Agreement;

4.4.3 the Chargor discharging the Chargee's reasonable costs and expenses in connection with a request made to it pursuant to this clause 4.4, providing such security therefor as the Chargee shall reasonably require; and

4.4.4 the Chargor covenanting by way of indemnity only to indemnify and keep the Chargee indemnified against all expenses, obligations and liabilities arising out of any Works Agreement.

5. DISCHARGE

5.1 The Chargor may repay part of the Deferred Consideration at any time subject to:

5.1.1 giving the Chargee's not less than 10 Business Days' notice in writing, identifying:

(a) the proportion of the Property to be released from this Legal Charge ("**Part Redemption Property**"); and

(b) the Release Fee relating thereto; and

then, subject to compliance with clauses 5.1.1 within 10 Business Days after the later of:

5.1.2 payment of the Release Fee; and

5.1.3 payment of all other sums due under this Legal Charge relating to that Release Fee,

the Chargee will (at the Chargor's cost and expense) give to the Chargor such form of Release as shall be required to release the part or parts of the Property subject to this Legal Charge from the provisions of this Legal Charge, and from the restriction created pursuant to clause 4.2. This is

without prejudice to the validity of this Legal Charge and or the restriction created pursuant to clause 4.2 continuing in respect of the remainder of the Property.

5.2 In the case of the whole of the Property immediately on:

- (a) payment of the entirety of the outstanding amount of the Deferred Consideration; and
- (b) payment of all other sums due under this Legal Charge,

the Chargee will (at the Chargor's cost and expense) give to the Chargor such form of Release as shall be required to release the whole of the Property remaining subject to this Legal Charge from the provisions of this Legal Charge, and from the restriction created pursuant to clause 4.2.

5.2 Each payment of a Release Fee shall be treated as part payment of the Deferred Consideration and reduce the amount due to the Chargee on the date for payment of the next tranche of Deferred Consideration that is payable.

5.3 The Chargee agrees to execute Releases for Permitted Disposals and agrees to deliver the same within 10 Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release required to be executed.

5.4 On the date of receipt of the first tranche of the Deferred Consideration in the sum of £1,187,500 (less any Release Fee paid in respect of such tranche) the Chargee will give to the Chargor's Solicitors a duly executed Release in respect of the Nominated Land.

5.5 On the day of receipt of the second tranche of the Deferred Consideration in the sum of £1,187,500 (less any Release Fee paid in respect of such tranche) the Chargee will give to the Chargor's Solicitors a duly executed Release in respect of the Nominated Land.

5.6 On the day of receipt of the third tranche of the Deferred Consideration in the sum of £1,187,500 (less any Release Fee paid in respect of such tranche) the Chargee will give to the Chargor's Solicitors a duly executed Release in respect of the remainder of the Property.

6. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

6.1 Incorporation

It is a limited company duly incorporated, 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.

6.3 Ownership

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

6.4 No Security

The Charged Assets are free from any Encumbrance.

6.5 Preservation of Charged Assets

It shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee pursuant to this Legal Charge or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Legal Charge.

6.6 Compliance with laws

It shall not use or permit the Charged Assets to be used in any way contrary to law.

6.7 Insurance

It shall keep the Charged Assets appropriately insured for its full reinstatement value from time to time.

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 within 10 Business Days after receipt of demand for payment served after the relevant Due Date the Deferred Consideration at the place and in the currency in which it is expressed to be payable in the Contract, or otherwise defaults on the payment of any of the Secured Liabilities pursuant to this Legal Charge within 10 Business Days after them falling due.

7.2 Other obligations

The Chargor does not comply with any provision of this Legal Charge within 20 Business Days of written notice demanding compliance.

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:

7.4.1.1 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;

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

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

7.4.1.4 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.

7.4.2 The value of the Chargor's assets is less than its liabilities (taking into account contingent and prospective liabilities).

7.4.3 This clause 7.4 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 30 Business Days of commencement.

7.5 Cessation of business/existence

The Chargor ceases to carry on business and or exist.

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. DEFAULT INTEREST

(Without prejudice to any other rights under this Legal Charge) the Chargor shall pay interest at the Default Rate on any amounts due and payable pursuant to this Legal Charge which remain unpaid within 1 Business Day of the date required for payment. Such interest shall be payable on demand, calculated on a daily basis, compounded annually, and relate to the period from and including the date payment was due to and including the date on which payment is actually made in cleared funds.

9. ENFORCEMENT OF SECURITY

9.1 The security constituted by this Legal Charge shall become immediately enforceable if an Event of Default occurs.

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

9.3 The power of sale and other powers conferred by section 101 of the LPA, as varied or amended by this Legal Charge, shall be immediately exercisable at any time after the security constituted by this Legal Charge has become enforceable under clause 9.1.

9.4 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.

9.5 Section 103 of the LPA does not apply to the security constituted by this Legal Charge.

9.6 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA and by any other statute are extended so as to authorise the Chargee 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 Chargor, to:

9.6.1 grant a lease or agreement for lease;

9.6.2 accept surrenders of leases; or

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

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

- 9.6.4 the Chargor 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 Unencumbered Land for such rights as are required to be granted in favour of the Unencumbered Land over the Property to enable the development and disposal and future use and enjoyment of all successors in title of the Unencumbered Land for a residential led development and vice versa in respect of such rights as are required to be granted in favour of the Property over the Unencumbered Land, provided that this clause 9.6.4 shall not operate so as to require any right to be granted in favour of the Property or in favour of the Unencumbered Land over any Dwellings or serviced land parcel (other than to the extent the serviced land parcel is required for Service Installations and roads for use by the Property) that have already been disposed of at arm's length save in so far as and to the extent only that any rights have been reserved in favour of the Unencumbered Land or the Property over such Dwellings or serviced land parcel and any land ancillary to them by or on behalf of the Chargee or by or on behalf of the Chargor. For the duration of the Legal Charge the Chargor shall ensure that the Chargee has a right of access to the Property from a public highway.
- 9.6.5 The Chargee and the Chargor shall use reasonable endeavours to agree the form of deed of grant referred to in clause 9.6.4 within 15 Business Days following service of notice by the Chargor or by the Chargee pursuant to clause 9.6.4 any dispute between the parties shall be determined in accordance with clause 1 Part D of the Contract (which shall apply in these circumstances mutatis mutandis).
- 9.6.6 The Chargee shall enter into such deed of grant within 10 Business Days of the Chargor providing to the Chargee engrossment copies of the form of deed of grant that has been agreed or determined pursuant to clause 9.6.5.
- 9.6.7 The Chargee shall provide such reasonable assistance as the Chargor 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 Unencumbered Land.
- 9.6.8 The Chargor 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 9.6.5.
- 9.6.9 The Chargor 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 Unencumbered Land and to secure the registration of the benefit of any such deed of grant in favour of the title(s) to the Property.

10. 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:

- 10.1 create or permit to subsist any Encumbrance upon any of the Charged Assets;

- 10.2 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.

11. APPOINTMENT AND POWER OF RECEIVER

- 11.1 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:
- 11.1.1 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
 - 11.1.2 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.
- 11.2 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.
- 11.3 The Chargor may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this Legal Charge, to the extent not otherwise discharged.
- 11.4 The power to appoint a Receiver conferred by this Legal Charge shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.
- 11.5 Any Receiver appointed by the Chargee under this Legal Charge shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargee goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.
- 11.6 A Receiver shall have all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- 11.7 Any Receiver appointed by the Chargee under this Legal Charge shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out below:
- 11.7.1 to undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;

- 11.7.2 to grant or accept surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit;
- 11.7.3 to provide services, and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisors on any terms, and subject to any conditions that he/she thinks fit and or discharge any such persons or person appointed either by the Receiver or the Chargor from time to time;
- 11.7.4 to exercise or revoke any VAT option to tax;
- 11.7.5 to charge and receive any sum by way of remuneration;
- 11.7.6 to take immediate possession of, get in and realise any Charged Assets;
- 11.7.7 to grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her;
- 11.7.8 to sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor;
- 11.7.9 to give valid receipt of all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets;
- 11.7.10 to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Chargor or relating in any way to the Charged Assets;
- 11.7.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he/she thinks fit;
- 11.7.12 to exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Assets;
- 11.7.13 to do any other acts and things that he/she:
 - (a) may consider desirable or necessary for realising any of the Charged Assets;
 - (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
 - (c) lawfully may or can do as agent for the Chargor.

- 11.8 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person (“**Delegate**”) any right, power, authority or discretion conferred on it or him/her by this Legal Charge (including the power of attorney granted under clause 14). Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

12. COSTS AND INDEMNITY

12.1 Costs

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

- 12.1.1 this Legal Charge or the Charged Assets including responding to and dealing with any requests from the Chargor under this Legal Charge to the extent those costs are reasonable;
- 12.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee’s or a Receiver’s and or a Delegate’s rights under this Legal Charge;
- 12.1.3 taking proceedings for, or recovering, any of the Secured Liabilities; or
- 12.1.4 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.

12.2 Indemnity

The Chargor shall indemnify the Chargee and each Receiver and or Delegate, 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:

- 12.2.1 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;
- 12.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge; and or
- 12.2.3 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, Receiver and or Delegate, may enforce the terms of this clause 12.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

13. FURTHER ASSURANCE

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

13.1.1 creating, perfecting or protecting the security intended to be created by this Legal Charge;

13.1.2 facilitating the realisation of any of the Charged Assets; or

13.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver or any Delegate in respect of any of the Charged Assets,

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

14. POWER OF ATTORNEY

14.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Chargee, every Receiver, and every person to whom power is delegated pursuant to clause 11.8, 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:

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

14.1.2 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 or any Delegate.

14.2 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 14.1.

15. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Chargee or with any Receiver or with any Delegate shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the Delegate or the right of the Chargee or any Receiver or Delegate 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 or Delegate, 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.

16. 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. At any time, without the consent of the Chargor, the Lender may assign or transfer any or all of its rights and obligations under this Legal Charge.

17. THIRD PARTY RIGHTS

17.1 Subject to clauses 17.2 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 17.1 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.

17.2 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.

18. NOTICES

18.1 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:

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

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

marked for the attention of: Company Secretary

18.1.2 in the case of the Chargee to, and at each of the following:

The Brentwood Roman Catholic Trustee, Cathedral House, Ingrave Road,
Brentwood, Essex, CM15 8AT; and The Trustees of the Jeanne Marie Gunn
Trust, care of IBB Solicitors, Capital Court, 30 Windsor Street, Uxbridge, UB8
1AB; and The Catholic Fellowship, 14 Hastings Road, London, N11 2RJ,

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

18.2 In the absence of evidence of earlier receipt and subject to clause 18.3, a notice served in accordance with clause 18.1 shall be deemed to have been received:

- 18.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 18.1; and
- 18.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.
- 18.3 If deemed receipt under clause 18.2 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.
- 18.4 For the avoidance of doubt, notice given under this Legal Charge shall not be validly served if sent by e-mail or fax.

19. CHARGEES COVENANTS

- 19.1 Chargee 1, Chargee 2 and Chargee 3 covenant with each other to observe and perform their respective obligations pursuant to this Legal Charge, as Chargee, and to keep the others indemnified against any costs, calls, claims, demands, expenses or losses arising from any failure to do so save to the extent that it arises from the wilful default or negligence of the person so indemnified.
- 19.2 Chargee 1, Chargee 2 and Chargee 3 covenant with each other to, on request by another one or more of the Chargee, join in any actions or proceedings and take such steps as are reasonably required to enforce the security created by this Legal Charge and the obligations of the Chargor in this Legal Charge provided that any costs of enforcement shall be borne between the parties in the same proportion as the Shares.
- 19.3 Chargee 1, Chargee 2 and Chargee 3 covenant and agree that the Deferred Consideration, and or any payment made by the Chargor in settlement of the Deferred Consideration, shall be distributable between them in the Shares.

20. GENERAL

- 20.1 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.
- 20.2 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.

- 20.3 If any provision of this Legal Charge is found to be illegal, invalid or unenforceable in accordance with clause 20.2 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.
- 20.4 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.
- 20.5 The Chargee's rights and remedies contained in this Legal Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 20.6 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.

21. GOVERNING LAW

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

22. JURISDICTION

- 22.1 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**").
- 22.2 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 freehold land at Rawreth Lane, Rayleigh, Rochford, Essex shown edged red on Plan 1 and each and every part of it together with all buildings and fixtures thereon at any time which belong to the Chargor.

SCHEDULE 2

DETAILS OF THE UNENCUMBERED LAND

The freehold land at Rawreth Lane, Rayleigh, Rochford, Essex shown edged red on Plan 2 and each and every part of it other than the Property.

APPENDIX 1

Plan 1

(the Property)

Plan 2

(the Estate)



Plan 2

P. M.
DIRECTOR

Playfeigh
Countrywide Properties

Legal Charge (Dicoesse et al) Plan 2

1860591 / RA-JAN01-017	APR 2019
Scale: 1:2500	100 S

TERENCE PROURKE

The common seal of)
THE BRENTWOOD ROMAN)
CATHOLIC DIOCESE TRUSTEE)
was hereunto affixed in the presence of:)

seal

Member of the Finance Board:

X *[Signature]* X

Member of the Finance Board:

X *[Signature]* X

SIGNED as a DEED by)
GERALD ARTHUR FRANCIS MILLER)
in the presence of:)

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by)
ALAN CHARLES COLEMAN)
in the presence of:)

.....

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

The common seal of)

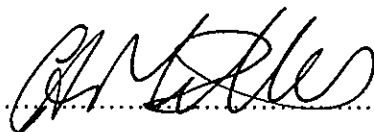
**THE BRENTWOOD ROMAN)
CATHOLIC DIOCESE TRUSTEE**)

was hereunto affixed in the presence of:)

Member of the Finance Board:

Member of the Finance Board:

SIGNED as a DEED by)
GERALD ARTHUR FRANCIS MILLER)
in the presence of:)


.....

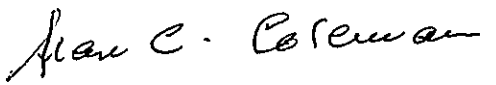
Witness Signature: 

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by)
ALAN CHARLES COLEMAN)
in the presence of:)


.....

Witness Signature: 

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by
DIANA MARIE DAVIS
in the presence of:

)
)
)

D. Davis

Witness Signature: C Cannon

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by
PATRICIA ANNE CURNNOCK
in the presence of:

)
)
)

PA Curneek

Witness Signature: C Cannon

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by
PAUL FOX
in the presence of:

)
)
)

Paul Fox

Witness Signature: C Cannon

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by)
COLIN GRIFFIN)
in the presence of:)

C. Griffin

Witness Signature: *C Cannon*

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by)
PHIL JOHNSTONE)
in the presence of:)

Phil Johnstone

Witness Signature: *C Cannon*

Witness Name: CHRISTINA CANNON

Witness Address: 50 LONDON HILL, RAYLEIGH, ESSEX SS6 7HP

Witness Occupation: PARISH SECRETARY

SIGNED as a DEED by)
MICHAEL ROBERT HAMILL)
in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by)
COLIN GRIFFIN)
in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by)
PHIL JOHNSTONE)
in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by)
MICHAEL ROBERT HAMILL)
in the presence of:)

Witness Signature: 

Witness Name: D. SIDOLI

Witness Address: 12 Bolton street

Witness Occupation: Solicitor

M. R. Hamill

SIGNED as a DEED by
MEGAN PATRICIA ANN HERBERT
in the presence of:

)
)
)

Megan Herbert

Witness Signature: *[Signature]*

Witness Name: *D. SIDOLI*

Witness Address: *12 Bolton Street London W1*

Witness Occupation: *Solicitor*

SIGNED as a DEED by
ELLEN TERESA MCHALE
in the presence of:

)
)
)

E. T. McChale

Witness Signature: *[Signature]*

Witness Name: *D. SIDOLI*

Witness Address: *12 Bolton Street London W1*

Witness Occupation: *Solicitor*

SIGNED as a DEED by
SUSAN FAHEY
in the presence of:

)
)
)

S. Fahey

Witness Signature: *[Signature]*

Witness Name: *D. SIDOLI*

Witness Address: *12 Bolton Street London W1*

Witness Occupation: *Solicitor*

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

> *Dr. m* *PL*

Director

Witness Signature: *[Signature]* *TMW*

Witness Name:

Witness Address: Witnessed by: Name: *T M Warren*

Address: *The Mole Hill, Hollow Road, Molehill Green,*

Nr. Felsted, Great Dunmow, Essex CM6 3JF

Witness Occupation: Occupation: *Chartered Secretary*