



Registration of a Charge

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

Company Number: **00614864**



Received for filing in Electronic Format on the: **28/03/2022**

XB0RBBSA

Details of Charge

Date of creation: **23/03/2022**

Charge code: **0061 4864 1179**

Persons entitled: **AUDREY O'DONNELL
SHOINA O'DONNELL**

Brief description: **LAND AT SUMMERHILL FARM, POVERTY LANE, MAGHULL, MERSEYSIDE
AND BEING THE WHOLE OF THE LAND REGISTERED AT THE LAND
REGISTRY WITH TITLE NUMBERS MS676291 AND MS687521**

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: **KUIT STEINART LEVY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1179

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2022 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2022 .

Given at Companies House, Cardiff on 1st April 2022

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**

Certified as a
true copy of the
Knights plc
original

DATED

23rd March

2022

25.3.22

(1) PERSIMMON HOMES LIMITED AND COUNTRYSIDE PROPERTIES (UK) LIMITED

and

(2) AUDREY O'DONNELL AND SHOINA O'DONNELL

LEGAL CHARGE

relating to Poverty Lane, Maghull, Merseyside

Knights plc
Majestic
City Square
LS1 2EF

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THIS LEGAL CHARGE is dated

23rd

March

2022

BETWEEN

- (1) **PERSIMMON HOMES LIMITED** incorporated and registered in England and Wales with company number 04108747 whose registered office is at Persimmon House, Fulford, York, YO19 4FE and **COUNTRYSIDE PROPERTIES (UK) LIMITED** incorporated and registered in England and Wales with company number 00614864 whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT (**Chargor**); and
- (2) **AUDREY O'DONNELL** of Bradshaw House, Mill Lane, Aughton, Ormskirk, Lancashire L39 7HJ and **SHOINA O'DONNELL** of Giddy Gate Farm, Giddygate Lane, Liverpool L31 1AE (**Chargee**).

IT IS AGREED

1. Definitions and Interpretation

1.1 In this Charge the following definitions will apply:

Business Day: a day (other than a Saturday or Sunday or public holiday) when the banks are open for general banking business in London.

Charged Assets: All the assets property and undertakings for the time being subject to any Security Interest created by clause 3 of this Charge.

Contract: the contract for sale of the freehold property known as land at Summerhill Farm, Poverty Lane, Maghull, Merseyside dated 18 November 2020 and made between (inter alia) (1) the Chargee and (2) the Chargor as rectified by a deed of rectification dated 22 February 2021 and made between the same parties to the contract and as varied by the Deed of Variation of even date and made between the same parties to the contract.

CPL: **COUNTRYSIDE PROPERTIES (UK) LIMITED** incorporated and registered in England and Wales with company number 00614864 whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT

Default: the occurrence of any of the following events:

- (a) the Chargor fails to pay any of the Secured Liabilities on the due date and the sum due remains unpaid on the date which is five Business Days after its original due date;
- (b) the Chargor:

- (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is deemed, or is declared, to be unable to pay its debts under applicable law;
 - (iii) suspends or threatens to suspend making payments on any of its debts; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (other than the Chargee) with a view to rescheduling any of its indebtedness;
- (a) The value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
 - (b) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) 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;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
 - (iv) the enforcement of any Security Interest over any assets of the Chargor,

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

- (a) Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Chargor and is not discharged within 10 days;

- (b) any representation or statement made or deemed to be made by the Chargor under or in connection with this Charge is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; and/or
- (c) the Chargor breaches (or is found to have breached) any of the covenants or warranties given by it to the Chargee in this Charge and which have not been remedied within ten Business Days of the earlier of (1) demand by the Chargee; and (2) the Chargor becoming aware of the relevant breach.

Default Rate:

5% per annum above the base lending rate of National Westminster bank PLC.

Deferred Payment:

The sum of £9,660,000.00 (Nine Million Six Hundred and Sixty Thousand Pounds) made up as follows:

- (a) £1,610,000.00 (One Million Six Hundred and Ten thousand Pounds) ("the Second Instalment");
- (b) £1,610,000.00 (One Million Six Hundred and Ten thousand Pounds) ("the Third Instalment");
- (c) £3,220,000.00 (Three Million Two Hundred and Twenty Thousand Pounds) ("the Fourth Instalment"); and
- (d) £3,220,000.00 (Three Million Two Hundred and Twenty Thousand Pounds) ("the Fifth Instalment");

payable pursuant to the terms of the Contract.

Deferred Payment Date:

In respect of:

- (a) the Second Instalment, 23rd March March 2023, being the first anniversary of this deed or, if this date is not a Business Day the next following Business Day; and
- (b) the Third Instalment, 23rd March 2024, being the second anniversary of this deed or, if this date is not a Business Day the next following Business Day; and
- (c) the Fourth Instalment, 23rd March 2025, being the third anniversary of this deed

or, if this date is not a Business Day the next following Business Day; and

- (d) the Fifth Instalment, 23rd March 2026, being the fourth anniversary of this deed or, if this date is not a Business Day the next following Business Day;

and the expression "Deferred Payment Date" shall mean any one or more of such dates as the context admits.

Dispose or Disposal:

includes sale, transfer, lease, licence, or parting with possession or granting any interest.

Environmental Claim:

- (a) any claim, order, notice or other communication received by the Chargor alleging failure to comply in any material respect with any Environmental Law or alleging liability under it; or
- (b) any indication that any charge is or may be imposed under any Environmental Law on the Property.

Environmental Laws:

all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health including, without limitation, the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters.

Environmental Licence:

any permit, licence, authorisation, consent or other approval required by any Environmental Laws.

Indemnified Events:

the matters and events in respect of which the Chargor is liable to indemnify the Chargee.

Insolvency Act:

the Insolvency Act 1986 and any secondary legislation made under it.

LPA:

the Law of Property Act 1925.

Permitted Disposal:

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services 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 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 save for the Disposal of dwellings or land upon which dwellings are to be constructed; and/or
- (d) 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 required for the Chargor's residential development of the Property.

Planning Permission:

Planning permission granted by Sefton Council on 22 February 2021 on appeal, under reference APP/M4320/W/20/3257252

Property:

the property described in Schedule 1 together with the benefit of all rights, easements and privileges in relation to such property.

Receiver:

any receiver or receiver and manager who is not an administrative receiver (within the meaning of section 29(2) Insolvency Act) appointed under this Charge.

Release Date:

the date on which the Chargee has received payment in full and in cleared funds (which may include the

Residential Unit:

Chargee's solicitor receiving such payment) of all sums payable pursuant to this Charge.

Security Agreement:

shall have the meaning given to that expression in the Contract.

means a security agreement dated 12 May 2016 and made between the companies listed therein as the chargors and Lloyds Bank PLC as the security agent entered into in connection with the Senior Facilities Agreement, as the same may be further amended, supplemented, novated, restated or replaced from time to time.

Secured Liabilities:

the Chargor's obligations to pay the Deferred Payment on or before the Deferred Payment Date together with all other sums due to the Chargee pursuant to this Charge.

Security Interest:

any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement.

Security Period:

the period between the date of the execution of this Charge and the Release Date.

Senior Facilities Agreement:

means a revolving facilities agreement originally dated 12 May 2016 and made between (amongst others) (1) Countryside Properties PLC as the parent and (2) Lloyds Bank PLC as the facility agent as the same may be further amended, supplemented, novated, restated, replaced or refinanced from time to time.

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 section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or 278 Highways Act 1980 and/or section 104 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 an agreement or deed with any competent authority or body relating to other services; (including but without being limited to any lease and/or transfer of any electricity substations and/or gas governor sites) 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 Town and County Planning Act 1990.

1.2 In this Charge:

- (a) unless the context requires otherwise, the singular includes the plural and vice versa and any reference to a gender includes any other gender;
- (b) headings to clauses are for reference only and shall not affect the interpretation of this Charge;
- (c) references to **clauses** and to **schedules** are to the clauses of and schedules to this Charge;
- (d) references to a person includes individuals, firms, partnerships, corporations, unincorporated bodies and government entities;
- (e) references to the Chargee include its assignees or transferees;
- (f) references to any Act of Parliament includes that Act as amended, modified or re-enacted from time to time and all rules, regulations, orders and subordinate legislation made pursuant to it;
- (g) any provision of this Charge which refers to an Act which is amended, may itself be amended in such manner as the Chargee may determine to preserve the intended effect of this Charge;
- (h) references to this Charge or any other document are to this Charge or that document as from time to time amended, supplemented, restated, novated or replaced, however fundamentally;
- (i) references to the Property or the Charged Assets are to the whole or any part of such property or assets, as the context requires;
- (j) whenever a party is obliged to do something if required or requested by another party, it shall do that thing promptly; and

- (k) the meaning of general words introduced by the word **other** (or followed by the word **including**) shall not be limited by reference to any preceding (or following) word or enumeration indicating a particular class of acts, matters or things.

1.3 This Charge may be executed in one or more parts, each of which when executed shall be an original. All counterparts together shall constitute one and the same document.

1.4 Any term or phrase defined in the Companies Act 2006 (whether capitalised or not) bears the same meaning in this Charge.

2. COVENANT TO PAY

The Chargor agrees with the Chargee that it will pay and/or discharge the Secured Liabilities when the same are due and payable

3. CHARGING PROVISIONS

3.1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee:

- (a) by way of **legal mortgage**, the Property; and
- (b) by way of **fixed charge**, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to the Property.

3.2 The Chargor consents to an application being made to Land Registrar for the following restriction to be registered against the title to the Property in form L as follows:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietors for the time being of the charge dated 23rd March 2022 made between (1) Persimmon Homes Limited and Countryside Properties (UK) Limited and (2) Audrey O'Donnell and Shoina O'Donnell or their conveyancer"

4. GENERAL COVENANTS

4.1 The Chargor agrees with the Chargee that it will at all times during the Security Period:

- (a) not develop the Property (or any part of it) save in accordance with the Planning Permission together with all such variations and amendments made to the same from time to time as previously approved in writing by the Chargee provided that such amendments do not alter the position of any roads or infrastructure on the Property as shown on the attached plan and not construct any Residential Units on any part of the Property which remains subject to this Charge from time to time;
- (b) keep the Property and those Charged Assets of an insurable nature comprehensively insured against public liability risk and such other risks usually insured against by prudent businesses (the **Insurance**);

- (c) punctually (or within any agreed credit period) pay all premiums for the Insurance and on the Chargee's request deliver to it a copy of the policy and the receipt (or other evidence of payment satisfactory to the Chargee) for the current premium; failing such production the Chargee may assume that the Insurance has lapsed and exercise its rights under clause 4.3;
- (d) on reasonable prior written notice to the Chargor allow the Chargee (and any person authorised by it) access, at all reasonable times, to view the condition of the Property;
- (e) observe and perform all restrictive and other covenants and stipulations for the time being affecting the Property or its use or enjoyment;
- (f) comply in all material respects with all statutory and regulatory obligations relating to the Property;
- (g) not, without the Chargee's prior written consent and/or where provided for in the Contract:
 - (i) Dispose, part with or share possession or occupation of the Property (or any part or parts thereof);
 - (ii) grant or extend any lease or licence or agreement for the same;
 - (iii) create or permit to arise on the Property any interest having overriding effect;
 - (iv) permit any person to become entitled to any right, easement, covenant or other matter which might adversely affect the use, value or marketability of the Property;
- (h) not create or permit to subsist any Security Interest over any of the Charged Assets including the Property, other than the Security Interests created by clause 3 of this Charge save for in respect of CPL only the Security Agreement;
- (i) promptly send to the Chargee a copy of any notice, order or proposal received from any person relating to the Property and if required to do so comply with such notice or order or (if requested by the Chargee) join with it in making such objections or representations or taking such other steps as the Chargee may think fit;
- (j) comply with all Environmental Laws and Environmental Licences applicable to the Property and its business and on the Chargee's request, provide it with copies of any Environmental Licences;
- (k) upon becoming aware of the same, notify the Chargee of any Environmental Claim made or threatened against the Chargor and any condition imposed pursuant to any Environmental Licence or Environmental Law which requires the Chargor to incur any capital expenditure or materially alter the nature or manner of conduct of its business or which could have an adverse impact on the value of the Property;
- (l) keep the Chargee informed of any steps taken or intended to be taken by the Chargor in respect of any of the matters referred to in clause 4.1(k) and give notice to the Chargee as soon as practicable of any new or additional requirements under any Environmental Law imposed on the Chargor or the Property;

4.2 The Chargor represents and warrants to the Chargee that:

- (a) it is a limited liability company, duly incorporated and validly existing under the laws of England and Wales;
- (b) it has the power to own its assets and carry on its business as it is being conducted;
- (c) the obligations expressed to be assumed by it in this Charge are, its legal, valid, binding and enforceable obligations;
- (d) the entry into and performance by it of, and the transactions contemplated by, this Charge and the granting of the Security Interests created or purported to be created by this Charge do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;
- (e) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Charge and the transactions contemplated by this Charge;
- (f) no limit on its powers will be exceeded as a result of grant of the security or giving of indemnities contemplated by this Charge;
- (g) it is the legal and beneficial owner of the Property free from Security Interests other than those created by or pursuant to this Charge and the parties to this Legal Charge agree that the Security Agreement as at the date of this Charge creates only a floating charge and that at all times this Charge shall remain a first legal charge which shall take priority to any charge created in consequence of the Security Agreement or Senior Facilities Agreement;
- (h) no Security Interest expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

4.3 If the Chargor fails to comply with any of its obligations under this Charge (including failing to insure or repair any Property) the Chargor irrevocably authorises the Chargee (and any agent appointed by it) to do all such things necessary or desirable to make good such failure on its behalf. For this purpose the Chargor authorises the Chargee (and any agent appointed by it) to enter the Property. The Chargee shall not become liable as mortgagee in possession as a result of any action taken by it under this clause 4.3. All costs and expenses reasonably and properly incurred by the Chargee pursuant to this authority shall be reimbursed by the Chargor to the Chargee on its demand, or, added by way of further debt to the Secured Liabilities.

5. FURTHER ASSURANCE AND POWER OF ATTORNEY

5.1 The Chargor will, upon the Chargee's reasonable request, grant such further Security Interests in the Charged Assets in such form and on such terms as the Chargee may reasonably require and do whatever other acts or things the Chargee may require in relation to the Charged Assets

in order to secure, perfect or protect the Security Interests created by this Charge or to facilitate the realisation of the Charged Assets.

5.2 At any time after the security constituted by this Charge has become enforceable the Chargor by way of security irrevocably appoints the Chargee and any Receiver severally to be its attorneys in its name and on its behalf to:

- (a) do all things which the Chargor may be required to do under this Charge but has failed to do so;
- (b) sign, execute, and deliver and otherwise perfect any security required to be executed pursuant to clause 5.1;
- (c) sign, execute, deliver and complete any Charges, instruments or other documents and to do all acts and things which may be required to enable the Chargee or any Receiver to exercise their powers under this Charge, or to perfect or vest in the Chargee, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets or the exercise of any other power under this Charge;
- (d) enter into any adoption agreement or documentation required for the continued use of the Property or its future development at any time after the security constituted by this Charge has become enforceable;
- (e) enter into any Works Agreement as is reasonably necessary for the development use and enjoyment of the Property at any time after the security constituted by this Charge has become enforceable ; and/or
- (f) to enter into any Permitted Disposal which are reasonably necessary for the development use and enjoyment of the Property at any time after the security constituted by this Charge has become enforceable.

5.3 Each attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney granted in this clause 5.

6. ENFORCEMENT

At any time after 7 days following service of written notice by the Chargee on the Chargor that a Default has occurred and which has not been remedied, the Chargee may with or without further notice to the Chargor:

- 6.1 appoint an Administrator to the Company in accordance with the Insolvency Act. An Administrator will have all the powers given to him under the Insolvency Act;
- 6.2 appoint a Receiver to the Charged Assets; and
- 6.3 exercise in respect of the Charged Assets all or any of the powers and remedies given to mortgagees by the Insolvency Act and the LPA (as amended or extended by this Charge) and/or all or any of the powers which are conferred by this Charge on a Receiver, in each case

without first appointing a Receiver, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets; and

- 6.4 take such further action as it sees fit to enforce all or any part of the Security Interests created or purported to be created by this Charge.

7. APPOINTMENT OF A RECEIVER

- 7.1 The Chargee may by deed appoint any one or more than one qualified person to act as Receiver of those Charged Assets specified in the appointment. A "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Chargor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Chargor

- 7.2 The Chargee may from time to time fix the reasonable and proper remuneration of any Receiver on such basis as it shall determine acting reasonably and properly. This may include a fixed fee or an hourly rate or a commission depending upon the work and responsibilities assumed by the Receiver and the basis of charging applied by his firm (in any case being reasonable and proper). Section 109 LPA shall be varied accordingly. The remuneration of any Receiver shall be payable by the Chargor and shall form part of the Secured Liabilities.

- 7.3 The Chargee may, without further notice, (subject to section 45 Insolvency Act), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new qualified person as a Receiver in the place of any Receiver whose appointment may for any reason have terminated.

- 7.4 A Receiver will be the agent of the Chargor and the Chargor will be solely responsible for the Receiver's acts, omissions, defaults and remuneration. The Chargee shall not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

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

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

8. POWERS ON ENFORCEMENT

- 8.1 A Receiver may exercise in respect of the Charged Assets to which he is appointed:
- (a) the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with the Charged Assets were they not the subject of this Charge and the Chargor were not in insolvency proceedings;

- (b) all or any powers given to receivers by the LPA but without any of the restrictions imposed upon the exercise of those powers by the LPA; and
- (c) notwithstanding that he is not an administrative receiver, all or any of the powers specified in schedule 1 Insolvency Act.

8.2 In addition to the powers referred to in clause 8.1, a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
- (b) to manage the Charged Assets and the Chargor's business as he thinks fit;
- (c) to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 LPA, and, without limitation:
 - (i) fixtures may be severed and sold separately from the Property containing them, without the Chargor's consent;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the Chargor's name and, for that purpose, to enter into covenants and other contractual obligations in the Chargor's name and so as to bind it;
- (g) to take any such proceedings in the Chargor's name as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;

- (i) to insure, and to renew any insurances in respect of, the Charged Assets as he shall think fit (or as the Chargee shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ any firm, partner, company or other entity with which he is associated);
- (k) to form one or more subsidiaries of the Chargor and to transfer to any such subsidiary all or any part of the Charged Assets;
- (l) to operate any rent review clause in respect of any Property in respect of which he was appointed and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Charged Asset;
 - (ii) exercise in relation to each Charged Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets; and/or
 - (iii) use the Chargor's name for any of the above purposes.

8.3 If more than one person is appointed to act as Receiver, each person may act severally, independently of any other, except to the extent that the Chargee states to the contrary in the appointment. References in this Charge to the Receiver are to each and all of them as appropriate.

8.4 If the Chargee enforces this Charge itself pursuant to clause 6.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

8.5 Except to the extent provided by law, none of the powers described in this clause 8 will be affected by an insolvency event in relation to the Chargor.

9. CHARGEES POWERS AND PROTECTIONS

9.1 The powers and remedies conferred on the Chargee as a mortgagee by the LPA shall not be subject to any of the restrictions imposed by the LPA upon the exercise of those powers and remedies including those imposed by sections 103 and 109 LPA.

9.2 The Chargee may grant or accept surrenders of leases at a premium or otherwise and grant agreements or options for the same on such terms as it shall consider expedient and without the need to observe sections 99 and 100 LPA.

9.3 The restrictions on the right of consolidating mortgages contained in section 93 LPA will not apply to this Charge.

10. APPLICATION OF MONIES

10.1 All money received by the Chargee or any Receiver under this Charge will be applied in the following order:

- (a) first, in or towards payment of liabilities having priority to the Secured Liabilities;
- (b) secondly, in or towards payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) by the Chargee and/or the Receiver of the powers or authorities conferred by or in any other way connected with this Charge;
- (c) thirdly, in or towards payment to the Receiver of his remuneration fixed in accordance with this Charge;
- (d) fourthly, in or towards payment to the Chargee of the Secured Liabilities in such order as the Chargee in its absolute discretion thinks fit; and
- (e) fifthly, in payment to the Chargor or any other person entitled to the surplus.

10.2 Any surplus shall not carry interest. The Receiver or the Chargee may pay any surplus into any of the Chargor's bank accounts including an account opened specifically for that purpose. The Receiver and Chargee shall then have no further liability for any surplus.

10.3 The Chargee or the Receiver may credit any monies received upon realisation of the Charged Assets to a suspense account for so long and on whatever basis the Chargee or the Receiver may from time to time decide in order to preserve the Chargee's right to prove for the whole of its claim against the Chargor or any other person.

10.4 Any money received by the Chargor under any Insurance will be applied at the discretion of the Chargee either in reducing the Secured Liabilities or towards making good the loss or damage for which the money became payable. Any money received by the Chargor under any Insurance will be held on trust for the Chargee pending such application.

11. PROTECTION OF THIRD PARTIES

11.1 Any person dealing with the Chargee or a Receiver may assume, unless he has actual knowledge to the contrary that:

- (a) the Chargee or Receiver has the power to do the things which they purport to do; and
- (b) they are exercising their powers properly.

11.2 All the protections to purchasers by sections 104 and 107 LPA shall apply to any person purchasing from or dealing with any Receiver or the Chargee as if the Secured Liabilities had become due and the statutory power of sale and appointing a Receiver in relation to the Charged Assets had arisen on the date of this Charge.

12. CONTINUING AND ADDITIONAL SECURITY

- 12.1 This Charge is a continuing security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final written discharge of this Charge is given by the Chargee to the Chargor.
- 12.2 The Chargee's rights under this Charge are in addition to any other rights it may have against the Chargor (or any other person in respect of the Secured Liabilities) under any other document, the general law or otherwise. The Chargee's rights will not merge with or limit those other rights or be limited by them.

13. EXPENSES AND INDEMNITIES

- 13.1 The Chargor will on demand pay all reasonably and properly incurred professionals' fees (including VAT) and any other reasonably and properly incurred costs, charges or expenses (on a full indemnity basis) incurred by the Chargee and any Receiver in connection with the actual or attempted perfection, preservation, defence or enforcement of this Charge or the preservation or disposal of the Property/any Charged Assets or the exercise of any power under this Charge or any amendment, waiver, consent or release of this Charge.
- 13.2 The Chargor will on demand indemnify the Chargee and any Receiver and any of its and their officers and employees and any attorney, agent or other person appointed by the Chargee under this Charge (each an **Indemnified Party**) in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:
- (a) anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Charge;
 - (b) a claim of any kind (including one relating to the environment) made or asserted against any Indemnified Party which would not have arisen if this Charge had not been executed; or
 - (c) any breach by the Chargor of any of its obligations under this Charge;

unless, in the case of clauses 13.2(a) and 13.2(b) it was caused by the negligence or wilful misconduct of the Indemnified Party.

- 13.3 Neither the Chargee nor any Receiver nor any officer nor employee of either of them shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Property/Charged Assets, except to the extent caused by its own negligence or wilful misconduct.

14. PAYMENTS

- 14.1 All amounts payable by the Chargor under this Charge will be paid in full without set off or other deduction.
- 14.2 The Chargee may at any time without notice set off against any Secured Liabilities any amount owed by it to the Chargor.
- 14.3 If the Chargor fails to pay the Secured Liabilities on the due date for payment the Secured Liabilities shall bear interest at the Default Rate from the due date for payment until the actual date of payment in cleared funds.

15. DISCHARGE

- 15.1 If any payment by the Chargor or any other person or any release given by the Chargee is avoided or adjusted pursuant to the Insolvency Act:
- (a) the Chargor's liability for the Secured Liabilities will continue as if the payment, release, avoidance or adjustment had not occurred; and
 - (b) the Chargee will be entitled to recover the value or amount of that payment or security from the Chargor as if the payment, release, avoidance or adjustment had not occurred.

16. WORKS AGREEMENTS

The Chargee shall, within ten Business Days of a written request of the Chargor (and at the reasonable cost of the Chargor) join in any Works Agreement in respect of the Property or for the grant of any planning permission for the development of the Property in such form as previously been approved by the Chargee provided that the Chargor shall indemnify and keep indemnified the Chargee and its successors in title against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities whatsoever and howsoever arising from a request of the Chargee made pursuant to this clause 16.

17. NON ASSIGNMENT

The Chargor may not assign, transfer, delegate or make any declaration of trust of any of its rights or obligations under this Charge.

18. EASEMENTS

- 18.1 In this clause 18, all provisions shall apply only during such time or times as less than the whole of the Property is subject to this Charge, and:-

(a) "Dominant Property" means all of that land being that part of the Property which at the point in time when the Chargee shall exercise its rights under this clause 18 is subject to this Charge;

(b) "Servient Property" means all of the land at Summerhill Farm, Poverty Lane, Maghull, Merseyside currently being land registered at the Land Registry under title numbers MS676291 and MS687521 but excluding the Dominant Property;

(c) "Easements" means the easements in fee simple more particularly described in Schedule 2 to be granted over the Servient Property in favour of the Dominant Property;

(d) "Accessways" means all of the accessways roads footpaths and pathways and areas required for drainage which now or in the future pass over the Servient Property, meaning at the date hereof, all such areas shown hatched blue and all areas coloured yellow on Plan 1 insofar as they fall within the Servient Property (but subject to variation pursuant to clause 18.4)

(f) "Plan 1" means the plan annexed hereto labelled "Plan 1"

18.2 The Chargor for itself and its successors in title to each and every part of the Servient Property including any mortgagee of the Servient Property respectively covenants with the Chargee and with the successors in title to each and every part of the Dominant Property including any mortgagee of the Dominant Property for the benefit of the Dominant Property and each and every part of it:-

(a) that it will if required by the Chargee following the occurrence of a Default which is continuing and within twenty days of a written demand by the Chargee .

(i) grant by deed to the Chargee or the Chargee's successors in title or such other successors in title to or owners and occupiers of the Dominant Property and each and every part thereof the Easements; and

(ii) enter into such Works Agreements as the Chargee and/ or such other successors in title to each and every part of the Dominant Property may reasonably require in order that the Chargee or their successors may secure the adoption of the Accessways (or any part or parts thereof) (where intended to be adopted) and/or the service media to serve any part or parts of the Dominant Property

(b) that it will procure that any mortgagee or charge of the Servient Property enters into such deed(s) and documents referred to in clause 18.2(a) and 18.4; and

(c) that it will not after the date hereof and while this Legal Charge is still subsisting Dispose of the Accessways or any part or parts thereof without procuring from the other party to the disposition a deed retaining for the benefit of the Dominant Property and each and every part thereof the burden of the covenants contained in this clause 18 (including this covenant) and the provision for the registration of a restriction against the disponee's title in the form set out in clause 18.3.

18.3 The Chargor hereby consents to an application being made to the Land Registry for the following further restriction to be registered against the title to the Property as follows (but which it is agreed is intended to attach to the Accessways only):-

"No disposition of that part of the registered estate shown ~~coloured~~ *hatched blue and all areas* on Plan 1 to the legal charge dated [*23rd*] and made between (1) Persimmon Homes Limited and (2) *Shamcorava* *yellow*

March 2022

Audrey O'Donnell and Shoina O'Donnell 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 clauses 18.1 to 18.3 of a legal charge dated [23rd March 2022] and made between (1) Persimmon Homes Limited and (2) Audrey O'Donnell and Shoina O'Donnell have been complied with or that they do not apply to the disposition"

- 18.4 If at any time, the parts of the Servient Land which comprise "Accessways" pursuant to this clause 18 are re-routed and/or constructed in any location or locations which deviate(s) from the route or routes within the Servient Land shown on Plan 1, then the foregoing provisions shall apply to such varied route or routes as though the definition of "Accessways" had applied to such varied route or routes, and the parties shall do all things necessary to give effect to the intention behind this clause 18.4.

19. MISCELLANEOUS

- 19.1 No delay or failure by the Chargee to exercise any right or remedy under this Charge shall impair or operate as a waiver of that right or remedy. Any single, partial or defective exercise of any such power, right or remedy shall not prevent the further exercise of that or any other right or remedy.
- 19.2 Any waiver, consent or approval given by the Chargee of or under this Charge will only be effective if given in writing. Such waiver, consent or approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Chargee.
- 19.3 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 19.4 Each Indemnified Party may enforce the terms of this Charge in accordance with the Contracts (Rights of Third Parties) Act 1999. Apart from the Indemnified Parties and the parties to this Charge, no other person may enforce its terms.
- 19.5 The Chargee may grant releases of or waivers under this Charge and it and the Chargor may agree variations to its terms without either notifying the Indemnified Parties or obtaining their consent.

20. JOINT AND SEVERAL LIABILITY

- 20.1 If there is more than one charger or more than one chargee, their obligations under this Charge can be enforced against them all jointly or against each individually.
- 20.2 Where the Chargor is more than one person, the Chargee may release or compromise the liability of any of those persons under this Charge or grant time or other indulgence without affecting the liability of any other of them.

21. SERVICE OF NOTICES AND PROCESS

- 21.1 Any notice, request, demand, consent, approval, notification, instruction or other communication from the Chargee to the Chargor under this Charge shall be in writing and may be sent by post, or courier. Any such communication shall be addressed to the Chargor at its address given in this Charge or its registered office and shall be treated as served:
- (a) if it is received during business hours on a Business Day: on receipt; or
 - (b) if it is received outside business hours or on a day which is not a Business Day: on the first Business Day after receipt.
- 21.2 Any notice, request or other communication under this Charge from the Chargor to the Chargee must be in writing and sent by first class post to the Chargee c/o Audrey O'Donnell at her address specified in this Charge or such other address as the Chargee advises the Chargor in writing for this purpose and will be treated as served:
- (a) if it is received during business hours on a Business Day: on receipt; or
 - (b) if it is received outside business hours or on a day which is not a Business Day: on the first Business Day after receipt.
- 21.3 The provisions of this clause 21 will not apply to any legal proceedings issue by either the Chargee or Chargor.

22. JURISDICTION

This Charge shall be governed by and construed in accordance with the laws of England. The Chargor accepts the non-exclusive jurisdiction of the English Courts in connection with any matter arising under this Charge.

IN WITNESS whereof this Charge has been executed and delivered as a deed by the Chargor and by the Chargee on the date inserted at the beginning of this Charge.

SCHEDULE 1 THE PROPERTY

Land at Summerhill Farm, Poverty Lane, Maghull, Merseyside and being the whole of the land registered at the Land Registry with title numbers MS676291 and MS687521

SCHEDULE 2 RIGHTS

1. The right of free passage and running of all services including but not limited to water, soil, surface water, gas, electricity and telecommunications through all service conduits serving (or which in the future may serve) the Dominant Property which now or within the future pass through over or under the Accessways subject to (but not in the case of those service conduits which are designated for adoption by the relevant undertaker) the payment of a fair and reasonable proportion according to use of the costs incurred by the owner of the Accessways in repairing and maintaining and cleansing (but not constructing) such conduits AND the right to enter onto those necessary parts of the Accessways upon giving reasonable prior notice (save in the case of emergency) with all necessary workmen, vehicles, machinery and appliances for the purpose of laying, re-laying, replacing, upgrading, inspecting, maintaining, cleaning, reinstating, renewing and repairing any such service conduits the persons exercising such rights causing as little damage and inconvenience as possible and making good all damage caused to the reasonable satisfaction of the owner of the part of the Accessways so affected by the exercise of any such rights.

2. Full and free right and liberty to go pass and repass at all times and for all purposes with or without vehicles and on foot over and along the Accessways for the purposes of access to and egress from the Dominant Property from the adopted highway(s) subject to (but not in the case of those parts of the Accessway which are designated for adoption by the statutory highways authority) the payment of a fair and reasonable proportion according to use of the costs incurred by the owner of the Accessways in repairing, maintaining and cleansing (but not constructing) the Accessways.

3. The right of access onto the necessary parts of the Accessways with or without vehicles, workmen, materials, machinery and appliances for the purpose of inspecting constructing re-constructing laying maintaining cleansing decorating re-decorating painting repairing renewing upgrading and replacing:

(i) those parts of the Dominant Property which cannot otherwise be reached for those purposes; and

(ii) any part or parts of the Accessways, amenity areas and visitor parking spaces serving or to serve the Dominant Property and any part or parts thereof; and

(iii) any works and/or facilities required pursuant to any Works Agreement and/or planning obligation; and

(iv) rights to enter onto unbuilt parts of the Servient Property in order to carry out any works under a Works Agreement and/or planning obligation in the event of a default.

SUBJECT TO the persons exercising such rights giving reasonable prior written notice to the owner or owners of the Accessways (save in the case of emergency) and causing as little damage and inconvenience as reasonable possible and making good all damage caused to the reasonable satisfaction of the owner of the part of the Accessways so affected by the exercise of any such rights

4. The right of support and protection for the Dominant Property as presently or in the future enjoyed from the Servient Property

5. The right to pass and repass at all times over the Accessways with or without vehicles to reach all amenity areas as are presently or in the future within the Servient Property and the right to use such areas for quiet recreational purposes.

EXECUTED as a DEED by AUDREY)
O'DONNELL in the presence of:)
)

Witness:

Signature

Name

Address

.....

Occupation

EXECUTED as a DEED by SHOINA)
O'DONNELL in the presence of:)
)

Witness:

Signature

Name

Address

.....

Occupation

EXECUTED as a DEED by PERSIMMON)
HOMES LIMITED acting by its attorneys in the)
presence of:)

Attorney

Witness:

Signature

Attorney

Name

Address

Occupation

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by a director

Attorney

under a power of
attorney dated 19th December
2019

CAU

In the presence of:



Witness name:

Helen Buerby

Witness signature:

Witness address:

10 Reedgate Lane, Crawley CR9 6MT

Witness occupation:

Director

MASTERPLAN - Land North of Poverty Lane, Maghull, Merseyside.



KEY		Project Name		Project No.	
LEGEND		TCDP		11100/11200	
		23/05/17		A	
Project Title		Legal Charges Plan		TCDP/PL/ML/CT	
Location		Land North of Poverty Lane		MAGHULL, Merseyside	
Scale		1:1000		1:1000	
Scale		1:1000		1:1000	