



**Registration of a Charge**

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

Company Number: **00614864**



Received for filing in Electronic Format on the: **09/01/2024**

XCUBPWHV

**Details of Charge**

Date of creation: **21/12/2023**

Charge code: **0061 4864 1193**

Persons entitled: **ANTHONY ROY CROUCH (DECEASED) ACTING BY THE SOLE EXECUTOR  
ALEXANDER ASTLEY C/O GULLANDS SOLICITORS**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND AT PHASE 1 OLD HAM  
LANE, LENHAM, KENT, ME17 2LR BEING LAND REGISTERED AT THE  
LAND REGISTRY UNDER THE TITLE NUMBERS: K190344, K405125,  
K463259, K467717.**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by: **CHARLES RUSSELL SPEECHLYS LLP**



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

Company number: 614864

Charge code: 0061 4864 1193

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2024 .

Given at Companies House, Cardiff on 9th January 2024

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 21 December

2023

- (1) COUNTRYSIDE PROPERTIES (UK) LIMITED  
and  
(2) THE ESTATE OF ANTHONY ROY CROUCH

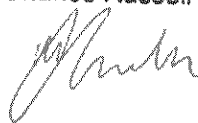
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**LEGAL CHARGE**

relating to Property known as Land at Phase 1 Old Ham  
Lane, Lenham, Maidstone, Kent ME15 2LR

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Certified to be a true and  
complete copy of the original  
taken at this office.....  
Charles Russell Speechlys LLP



05/01/2024

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THIS LEGAL CHARGE is made on this 21<sup>st</sup> day of December 2023

**BETWEEN:**

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Company Number 00614864) whose registered address is situated at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the Buyer); and
- (2) **ANTHONY ROY CROUCH (Deceased) acting by the sole executor ALEXANDER ASTLEY** c/o Gullands Solicitors, 16 Mill Street, Maidstone, Kent ME15 6XT (the Seller).

**BACKGROUND**

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

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

**1.1 Defined terms**

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

<b>1925 Act</b>	Law of Property Act 1925
<b>1986 Act</b>	Insolvency Act 1986
<b>Affordable Housing</b>	housing for sale or rent for those whose needs are not met by the market (including housing that provides a subsidise route to home ownership and/or is for essential local workers)
<b>Charged Property</b>	all the assets, property and undertaking for the time being subject to any Security created by this Legal Charge (and references to the Charged Property shall include references to any part of them)
<b>Deferred Purchase Price</b>	the sum of TWO MILLION FOUR HUNDRED THOUSAND POUNDS (£2,400,000)
<b>Delegate</b>	any person appointed by the Seller or any Receiver pursuant to clause 5.13 and any

	person appointed as an attorney of the Seller, Receiver or Delegate
<b>Development</b>	any development within the meaning of section 55 of the Town and Country Planning Act 1990 of the whole or any part or parts of the Property, with or without other land
<b>Disposal(s)</b>	a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part or parts of the Property
<b>Due Date</b>	means on the earlier of: <ul style="list-style-type: none"> <li>(a) the date six (6) months from the date of this Legal Charge; or</li> <li>(b) 1st July 2024</li> </ul>
<b>Dwelling(s)</b>	means a dwellinghouse, maisonette, flat or apartment or other residential unit together with any ancillary gardens, garage, outbuilding and parking space
<b>Encumbrance</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect
<b>Environment</b>	all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water, and surface and sub-surface soil
<b>Environmental Law</b>	all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affect the Property
<b>Event of Default</b>	any of the events of default set out in clause 4.6
<b>Insolvency Act</b>	Insolvency Act 1986
<b>Interest Rate</b>	4% above the base rate from time to time of Bank of Scotland PLC or such other clearing bank nominated by the Seller at any time or, if the clearing banks cease at any time to publish

**Planning Agreement**

a base lending rate, such comparable rate of interest as the Seller may reasonably determine

**Planning Permission**

an agreement or unilateral undertaking under Section 106 of the Town and Country Planning Act 1990 required to obtain Planning Permission.

any of the following for the Development pursuant to an application:

- (a) an outline planning permission; or
- (b) a detailed planning permission; or
- (c) a technical details consent

including a planning permission issued pursuant to an application under section 73 of the TCPA 1990

**Permitted Disposal**

any of the following:

- (a) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;
- (b) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- (c) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services;
- (d) a Disposal of a Dwelling to a person who, after the date of this Legal Charge, falls into either of the following categories:
  - (i) the person intends to occupy the Dwelling as a single Dwelling for that person's sole use and

enjoyment as beneficial owner and occupier; or

(ii) the person intends to let the relevant Dwelling as a single Dwelling as a resident;

(e) a Disposal of a Dwelling or Dwellings (constructed or in the course of construction) for Affordable Housing or land designed for the construction of Dwellings for Affordable Housing, including any ancillary curtilage together with associated private driveways, garages, outhouses, gardens, accesses and parking areas forming the extent of the Affordable Housing to be provided at the Property in accordance with the requirement of any Planning Agreement; or

(f) a Disposal of land at the Property designated for the communal benefit of the residents of the Property to a residential management company to be owned and controlled by the residents following practical completion of the Development of all Dwellings for which Planning Permission is given at the Property; or

(g) the grant or reservation of easements or covenants pursuant to any of the Disposals described in paragraphs (a) to (f) above.

**Property**

the freehold property edged red on the Plan annexed and known as land at Phase 1 Old Ham Lane, Lenham, Kent ME17 2LR being land registered at the Land Registry under the Title Numbers

**Receiver**

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

**Sale Contract**

a sale agreement dated 21 December 2023 made between (1) the Seller and (2) the Buyer



**Statutory Agreements**

any other agreement in respect of the Property under:

- (a) Section 106 of the Town and Country Planning Act 1990;
- (b) Section 38 or Section 278 of the Highways Act 1980 or Section 111 of the Local Government Act 1972 or any similar agreement for the construction maintenance and adoption of roads and the connection of the same to the public highway or any other works to the public highway;
- (c) Section 98 or Section 104 of the Water Industry Act 1991;
- (d) any agreement with a Relevant Authority for the installation of Service Installations and for the provision and supply of Services including any deeds of easement required by a Relevant Authority; and/or
- (e) any other similar agreement with a Relevant Authority for the carrying out and/or diversion and/or undergrounding of works and the maintenance cleansing and adoption of the same

and any agreement in respect of the Property to vary, modify or replace any of these agreements

**Secured Liabilities**

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

**Security**

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

**Title Numbers**

K190344, K405125, K463259 and K467717

## **Warranties**

the warranties given by the Buyer to the Seller under clause 8

### **1.2 Construction**

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
  - (b) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.6 references to a Receiver includes a reference to a Delegate appointed in accordance with the terms of this Legal Charge;
- 1.2.7 **including** means **including, without limitation**;
- 1.2.8 **indemnify** means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;
- 1.2.9 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.10 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

### **1.3 Particulars**

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

**1.4 Contracts (Rights of Third Parties) Act 1999**

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**2 CHARGE**

**2.1 Covenant to pay**

The Buyer covenants with the Seller to pay the Deferred Purchase Price to the Seller in one payment on the Due Date.

**2.2 Covenant to pay interest**

The Buyer covenants with the Seller to pay interest at the Interest Rate on the Deferred Purchase Price from day to day from the Due Date until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Buyer.

**2.3 Legal mortgage**

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

**2.4 Continuing security**

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

**2.5 Release**

2.5.1 Once the Buyer has paid the Secured Liabilities, the Seller will at the request and cost of the Buyer release the Property from this Legal Charge and the restriction at clause 2.6 below and shall provide to the Buyer validly dated and signed forms DS1 and RX4 (in respect of the restriction referred to at clause 2.6.1) for submission to Land Registry.

2.5.2 If the Seller fails to comply with clause 2.5.1 within 20 Working Days of the Buyer's request, then the Seller hereby authorises the Buyer on behalf of the Seller to date the release documentation including without limitation forms DS1 and RX4 (in respect of the restriction referred to at clause 2.6.1) (such forms in the signed forms provided to the Buyer on the date of this Legal Charge) for submission to Land Registry and take whatever action is necessary to:

- (a) to do such things as may be reasonably required to give effect to clause 2.5.1 and to perfect the release contemplated; and
- (b) reassign the Charged Property to the Buyer.

2.5.3 Following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to at clause 2.6.1 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponent under that Permitted Disposal is registered as the registered proprietor of that title:

- (a) not object to an application by the Buyer or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
- (b) in relation to any application by the Buyer or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Transferee or that disponent a consent to that withdrawal in accordance with the requirements of Land Registry from time to time.

## 2.6 Land Registry restriction

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

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, being a charge registered before the entry of this restriction, is to be registered without either (i) a written consent signed by the proprietor for the time being of the charge dated 21 December 2023 in favour of ALEXANDER ASTLEY as an executor of the estate of ANTHONY ROY CROUCH referred to in the charges register or (ii) a certificate signed by the solicitor to the registered proprietor that such consent is not required."*

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

## 3 COVENANTS

### 3.1 Restriction on further security

The Buyer shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so); nor may it, without the prior consent of the Seller, (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Property (or purport to do so), (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Property or (c) otherwise dispose of its interest (whether legal or beneficial) in the Property (or purport to do so) save that the Buyer is permitted without the consent of the Seller to enter into any Permitted Disposal.

### **3.2 Enforcement of Rights**

The Buyer shall use all reasonable endeavours to:

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

### **3.3 Notice of Breaches**

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

- 3.3.1 any representation or warranty set out in clause 8; and
- 3.3.2 any covenant set out in this clause 3.

### **3.4 Further Assurance**

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

### **3.5 Buyer's Waiver of Set-off**

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

### **3.6 Insurance of the Property**

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

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

### **3.7 Additional insurance obligations**

The Buyer is to:

- 3.7.1 pay all insurance premiums as soon as they become due;
- 3.7.2 provide the Seller on request with a copy of the insurance policies effected by the Buyer together with evidence for the payment of the last premiums for those policies;
- 3.7.3 apply all monies received by virtue of any insurance policies in making good the loss of or damage to the Property or, if the Seller so directs, in or towards discharging the Secured Amounts; and
- 3.7.4 pay to the Seller on demand the costs of any insurance effected by the Seller to remedy any default by the Buyer in insuring under this clause 3.7.

**3.8 No Invalidation of Insurance**

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

**3.9 Compliance with and Enforcement of Covenants**

The Buyer shall:

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

**3.10 Notices or Claims Relating to the Property**

3.10.1 The Buyer shall:

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

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

**3.11 Environment**

The Buyer shall in relation to the Property:

- 3.11.1 properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law; and
- 3.11.2 observe and perform in all material respects all the requirements of Environmental Law.

**3.12 Conduct of Business on Property**

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

**3.13 Inspection**

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

**3.14 No Restrictive Obligations**

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

**3.15 Statutory requirements**

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

**3.16 Taxes and outgoings**

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

**3.17 Costs and expenses**

The Buyer is to pay on demand to the Seller or the Receiver:

- 3.17.1 all costs and expenses which may be incurred by either of them in connection with:

- (a) any consents or approvals which may be required in respect of the Property;
- (b) negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (or any attempts to do so);
- (c) stamp duty land tax and other fees and costs arising from preserving or improving the security created by this Legal Charge; and
- (d) interest on any costs and expenses payable under this Legal Charge from the date upon which they were demanded until repayment and as well after as before judgment at the Interest Rate.

### **3.18 Not jeopardise Security**

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

### **3.19 Statutory Agreements**

At any time before the release of the Property from this Legal Charge the Seller agrees to enter into any Statutory Agreement on request of the Buyer at the Buyer's reasonable cost subject to the Buyer indemnifying the Seller absolutely from all liability under the Statutory Agreement from the date of its completion to include all reasonable legal fees and other costs and expenses incurred by the Seller in approving the terms and entering into the Statutory Agreement.

## **4 ENFORCEMENT**

### **4.1 Consolidation of mortgages**

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

### **4.2 Power of leasing**

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



#### **4.3 Power of sale**

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

#### **4.4 Exercise of power of sale**

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

#### **4.5 Privileges**

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

#### **4.6 Events of default**

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

- 4.6.1 the Buyer does not pay the Deferred Purchase Price on the Due Date after due notice of the Seller's intention to enforce pursuant to this clause;
- 4.6.2 the Buyer does not comply with its obligations in this Legal Charge;
- 4.6.3 there is any breach by the Buyer of the Warranties;
- 4.6.4 an order is made for the compulsory purchase of the whole or any part of the Property;
- 4.6.5 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 4.6.6 where the Buyer is a company, an administrator is appointed over the Buyer;
- 4.6.7 where the Buyer is a company, a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Buyer or a resolution is passed or an order made for the winding up of the Buyer;
- 4.6.8 where the Buyer is a company, a voluntary arrangement is made in respect of the Buyer under Part I Insolvency Act;
- 4.6.9 where the Buyer is an individual, a petition is presented for the bankruptcy of the Buyer or a bankruptcy order is made against the Buyer; or
- 4.6.10 where the Buyer is an individual, an interim order is made for a voluntary arrangement under section 252 Insolvency Act in respect of the Buyer;

- 4.6.11 the Buyer is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Buyer is less than its liabilities (taking into account contingent and prospective liabilities).

#### **4.7 Enforcement of Security**

After the security constituted by this Legal Charge has become enforceable, the Seller may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.

#### **4.8 No liability as mortgagee in possession**

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

#### **4.9 Relinquishing possession**

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

#### **4.10 Seller's powers**

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

- 4.10.1 do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge without first appointing a Receiver or notwithstanding the appointment of a Receiver;
- 4.10.2 remedy a breach at any time by the Buyer of any of its obligations contained in this Legal Charge. The Buyer irrevocably authorises the Seller and its agents to do all such things as are necessary or desirable for that purpose. Any monies expended by the Seller in remedying a breach by the Buyer of any of its obligations contained in this Legal Charge shall be reimbursed by the Buyer to the Seller on a full indemnity basis and shall carry interest at the Interest Rate in accordance with the terms of this Legal Charge,

in remedying any breach in accordance with this clause 4.10.2 the Seller, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Seller may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

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

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

## **5 APPOINTMENT OF RECEIVERS**

### **5.1 Powers under this Legal Charge**

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Seller under the 1986 Act, the 1925 Act or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the 1925 Act.

### **5.2 Appointment of receivers**

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

### **5.3 Removal of restrictions on appointment**

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

### **5.4 Joint and several powers**

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

### **5.5 Additional or alternative receivers**

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

### **5.6 Agent of the Buyer**

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

### **5.7 Scope of Receiver's Powers**

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

## **5.8 Buyer's liability**

The Buyer alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

## **5.9 Liability for default**

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

## **5.10 Continuation of powers following liquidation or bankruptcy**

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

## **5.11 Receiver's remuneration**

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

## **5.12 General powers of a Receiver**

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

- 5.12.1 to do or omit to do anything which the Buyer could do or omit to do in relation to the Property; and
- 5.12.2 to exercise all or any of the powers conferred on the Receiver or the Seller under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision);
- 5.12.3 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;
- 5.12.4 in connection with the exercise of the Receiver's powers, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Buyer;
- 5.12.5 to exercise or revoke any VAT option to tax as he thinks fit;
- 5.12.6 to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Seller may prescribe or agree with him;

- 5.12.7 to collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights;
- 5.12.8 to sever and sell separately any fixtures or fittings from the Property without the consent of the Buyer;
- 5.12.9 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Property;
- 5.12.10 to make any arrangement, settlement or compromise between the Buyer and any other person as he thinks fit;
- 5.12.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit;
- 5.12.12 To effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Buyer under this Legal Charge if the Receiver thinks fit;
- 5.12.13 to for any of the purposes authorised by this clause, raise money by borrowing from the Seller (or from any other person) on the security of all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Seller consents, terms under which such security ranks in priority to this Legal Charge);
- 5.12.14 to redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Buyer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and
- 5.12.15 to do all such other acts and things as the Receiver may consider incidental or conducive to any of the matters or powers in this clause, or which he lawfully may or can do as agent for the Buyer.

### **5.13 Delegation**

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

#### **5.14 Specific powers of a Receiver**

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

- 5.14.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Buyer;
- 5.14.2 to carry on, manage or permit the carrying on and managing any business of the Buyer at the Property as the Receiver may think fit;
- 5.14.3 to sell, whether by public auction or private contract or otherwise, exchange, license or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and
- 5.14.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

#### **5.15 Application of proceeds**

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this clause 5.

### **6 DISTRIBUTIONS**

6.1 Subject to section 176A Insolvency Act, all monies received by the Seller or a Receiver (other than sums received pursuant to any insurance policy over the Property) pursuant to this Legal Charge will, subject to any claims ranking in priority to the Secured Liabilities, be applied in or towards discharging in the following order of priority:

- 6.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 6.1.2 the remuneration of the Receiver;
- 6.1.3 the Secured Liabilities in such order as the Seller may determine; and
- 6.1.4 the claims of those entitled to any surplus.

#### **6.2 Appropriation**

Neither the Seller, any Receiver or a Delegate under this Legal Charge shall be bound (whether by virtue of section 109(8) of the 1925 Act, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

**7 PURCHASER**

A purchaser from, tenant or other person dealing with the Seller or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

**8 WARRANTIES**

**8.1 The Buyer warrants to the Seller that:**

8.1.1 neither the execution of this Legal Charge by the Buyer nor compliance with its terms will:

- (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Buyer is bound; or
- (b) cause any limitation on any of the powers of the Buyer or on the right or ability of the directors of the Buyer to exercise those powers to be exceeded;

8.1.2 all consents required by the Buyer for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

8.1.3 no person having any charge or other form of security over the Property or any other assets of the Buyer has enforced or given notice of its intention to enforce such security; and

8.1.4 no Event of Default has occurred or is continuing.

**9 EXCLUSION OF LIABILITY AND MISCELLANEOUS**

**9.1 Liability for loss and damage**

9.1.1 The Seller and the Receiver will not be liable to the Buyer for any loss or damage incurred by the Buyer arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

9.1.2 The Buyer may not take any proceedings against any officer, employee or agent of the Seller or the Receiver in respect of any claim it might have against the Seller or the Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Legal Charge.

**9.2 Buyer's indemnity**

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

### **9.3 Continuing Security**

This Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Seller discharges this Legal Charge in writing.

### **9.4 Discharge conditional**

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

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

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

### **9.5 Rights cumulative**

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

### **9.6 Further exercise of rights**

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

### **9.7 Delay**

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

### **9.8 Single or partial exercise**

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

### **9.9 Consolidation**

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



#### **9.10 Partial invalidity**

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

### **10 POWERS**

#### **10.1 Execution of documents**

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

#### **10.2 Disposal of chattels**

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

### **11 NOTICES**

#### **11.1 Form of notices**

Any notice served under this Legal Charge is to be:

11.1.1 in writing;

11.1.2 signed by an officer of the party serving the notice or by its solicitors;

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

#### **11.2 Time of receipt**

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

#### **11.3 Deemed receipt**

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

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

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

## **12 LAW AND JURISDICTION**

### **12.1 Governing law**

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

### **12.2 Jurisdiction**

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

## **13 EXECUTION**

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

EXECUTED as a DEED by COUNTRYSIDE )  
PROPERTIES (UK) LIMITED acting by )  
DANNY WOOD and EDWARD NOBBS )  
as attorneys for and on behalf of )  
COUNTRYSIDE PROPERTIES (UK) )  
LIMITED under a power of attorney dated 30 )  
June 2023 in the presence of: )

[print name]  
Attorney

DANNY WOOD

[print name]  
Attorney

Witness: LYNDIA HERBERT  
Occupation: OFFICE MANAGER

Address: Countryside Partnerships Home Counties South  
Suffolk House  
154 High Street  
Sevenoaks  
Kent TN13 1XE

[print name]  
Attorney

EDWARD NOBBS

[print name]  
Attorney

Witness: HANNAH TATE  
Occupation: FINANCE ANALYST

Address: 11 KENWOOD ROAD,  
CORRINGHAM,  
ESSEX  
SS17 9AY

EXECUTED as a DEED by ALEXANDER )  
ASTLEY as an executor of the estate of )  
ANTHONY ROY CROUCH in the presence )  
of: )

\_\_\_\_\_  
Alexander Astley

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:



1:500 @ A0



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