

# MR01

## Particulars of a charge



Companies House



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A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the original**



\*A7IESGCA\*  
A19 10/11/2018 #184  
COMPANIES HOUSE

1

### Company details

Company number 0 1 1 0 8 6 7 6 ✓  
Company name in full Linden Limited ✓

3 6 7

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date d 0 d 7 m 1 m 1 y 2 y 0 y 1 y 8 ✓

3

### Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Alan Robert Mitchell Kelly ✓

Name Katriona Isabel Mitchell Kelly ✓

Name Janet Sutherland Mitchell Kelly ✓

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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Particulars of a charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Burcot House and land at Tadpole Lane, Blunsdon, Swindon SN25 2DY

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X *LORDS SOLUTIONS LLP* X  
FOR AND ON BEHALF OF CHARGE

This form must be signed by a person with an interest in the charge.

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Daniel MacLeod**

Company name **Lodders Solicitors LLP**

Address **Number Ten Elm Court**

**Arden Street**

Post town **Stratford upon Avon**

County/Region **Warwickshire**

Postcode **C V 3 7 6 P A**

Country **United Kingdom**

DX **16201 Stratford upon Avon**

Telephone **01789 206122**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 1108676

Charge code: 0110 8676 0367

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2018 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2018.

*Dx*

Given at Companies House, Cardiff on 20th November 2018



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**Dated**

7 NOVEMBER

**2018**

- (1) **Linden Limited**
- and
- (2) **Alan Robert Mitchell Kelly, Katriona Isabel  
Mitchell Kelly and Janet Sutherland  
Mitchell Kelly**

We hereby certify this to be a true copy of  
the original

-----Lodders Solicitors LLP-----

Lodders Solicitors LLP  
Number Ten, Elm Court, Arden Street  
Stratford upon Avon CV37 6PA

**Legal Charge**

relating to

**Burcot House and Land at Tadpole Lane,  
Blunsdon, Swindon SN25 2DY**

Number Ten, Elm Court, Arden Street  
Stratford-upon-Avon CV37 6PA  
Phone: 01789 293259



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Dated

7 NOVEMBER

2018.

## **PARTIES**

- (1) **LINDEN LIMITED** incorporated and registered in England and Wales with company number 01108676 whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL ("**Chargor**"); and
- (2) **ALAN ROBERT MITCHELL KELLY** of Stream Cottage, Church Lane, Watton, Great Driffeld, East Riding of Yorkshire YO25 9AQ and **KATRIONA ISABEL MITCHELL KELLY** of Hen-Gerrig, Pen-Y-Fan, The Nanth, Trellech, Monmouthshire NP25 4PA and **JANET SUTHERLAND MITCHELL KELLY** of 8 Connaught, Hove, East Sussex BN3 3WB ("**Chargee**").

### **1. Definitions and interpretation**

- 1.1 In this Legal Charge unless the context otherwise requires the following expressions shall have the following meanings:-

<b>1986 Act:</b>	the Insolvency Act 1986.
<b>Act of Insolvency:</b>	the Chargor is unable to pay its debts (as defined in the 1986 Act).
<b>Agreement:</b>	the agreement for the sale and purchase of the Property dated <u>7 NOVEMBER 2018</u> and made between the (1) the Chargee and (2) the Chargor.
<b>Chargee's Solicitors:</b>	Lodders Solicitors LLP of Number Ten, Elm Court, Arden Street, Stratford upon Avon, Warwickshire CV37 6PA (ref: DM2/BAR365/1) or such other solicitors as the Chargee shall appoint in relation to this Legal Charge and notify to the Chargor in writing.
<b>Chargor's Solicitors:</b>	Shoosmiths LLP of Witan Gate House 500-600 Witan Gate West Milton Keynes MK9 1SH (ref: M-00742794) or such other solicitors as the Chargor shall appoint in relation to the Property and notify to the Chargee in writing
<b>Control Strip:</b>	the strip of land between points A, B, C and D shown with the blue line on the Plan of a uniform width of 0.3 metres lying immediately outside the boundary of the Property but within and along the boundary of the land registered at HM Land Registry under title number WT257591.
<b>Dispose:</b>	a disposition within the meaning of section 205 of the LPA (save that for the avoidance of doubt the term

'conveyance' shall include a transfer).

<b>Expenses:</b>	all proper fees, costs, charges and expenses (including in each case any VAT and all disbursements) which the Chargee or any Receiver may charge or incur in relation to (a) the Chargor's breach of any provision of this legal charge, and (b) the realisation or enforcement of, this legal charge following any breach by the Chargor of its obligations at clauses 2.1.1 or 2.1.2 in each case on a full indemnity basis.
<b>Event of Default:</b>	any of the following:  (a) the Chargor failing to pay any or all of the Secured Liabilities due to the Chargee under the Agreement and this Legal Charge when the same fall due; and  (b) the occurrence of an Act of Insolvency.
<b>Interest:</b>	means interest charged at the base lending rate from time to time of Barclays Bank plc or (if such base lending rate ceases to be published) such other reasonably comparable rate of interest as the Chargee specifies plus in each case four per cent (4%).
<b>LPA:</b>	the Law of Property Act 1925 (as amended).
<b>Payments:</b>	means together the payments comprised within the Secured Liabilities and Payment means any one of them.
<b>Plan:</b>	the plan attached to this legal charge at Annex A.
<b>Property:</b>	the freehold property known as Burcot House, Blunsdon SN25 2DY being all of the land registered at HM Land Registry under Title Number WT257152 and the freehold property being part of the land registered at HM Land Registry under Title Number WT257591 and known as Land adjoining Burcot House, Blunsdon SN25 2DY (but excluding the Control Strip).
<b>Receiver:</b>	a receiver and/or manager and any substitute for any such person and whether appointed under this legal charge or pursuant to any statute or otherwise.
<b>Relevant Authority:</b>	any public authority, company, or other body concerned with the adoption of Roads Sewers or the provision of Services.



**Secured Liabilities:** all sums due and payable to the Chargee pursuant to clause 12.4 of the Agreement together with any Interest accruing thereto and all Expenses.

**Security:** 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.

**Working Day:** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

## **2. Covenant to pay**

2.1 The Chargor covenants with the Chargee to:

2.1.1 pay the Payments in full to the Chargee in accordance with the Agreement; and

2.1.2 pay to the Chargee or discharge any other Secured Liabilities accruing under this legal charge on demand.

2.2 Subject as hereinafter provided if the Chargor fails to repay any of the Payments or to pay to the Chargee or discharge any other Secured Liabilities within 10 Working Days of written demand after such Payments have fallen due, the Chargor shall pay to the Chargee on demand Interest on that sum from the date on which the Secured Liabilities become due until payment or discharge (both before and after judgment) which Interest will accrue from day to day and compounded quarterly to the extent that it remains unpaid.

## **3. Security**

### **3.1 Fixed Charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges the Property by way of first legal mortgage to the Chargee.

### **3.2 Nature of security over real property**

3.3 The legal charge granted over the Property pursuant to clause 3.1 extends to:

3.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;

3.3.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

3.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property, and any monies paid or payable in respect of those covenants; and

3.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

#### **4. Law of Property Act 1925**

The rights, entitlements and powers accruing to the Chargee under the LPA are incorporated in this legal charge (save as expressly modified).

#### **5. Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this legal charge.

#### **6. Clawback**

If the Chargee considers (acting at all times reasonably and properly) that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this legal charge.

#### **7. Events of Default**

7.1 If an Event of Default occurs then the Chargee may enforce this legal charge in respect of any of the Secured Liabilities then due.

7.2 After the security constituted by this legal charge has become enforceable, the Chargee 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.

#### **8. Enforcement**

Section 103 of the LPA shall not apply to this legal charge and the statutory powers of sale and appointing a Receiver under section 101 and 109 of the LPA (as varied and extended under this legal charge) arise on the execution of this charge and shall become immediately exercisable but the Chargee shall not exercise such power of sale or other powers until an Event of Default has occurred.

## **9. Liability of Chargor**

9.1 The Chargor's liability under this legal charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

9.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

9.1.2 any variation of the Agreement; or

9.1.3 any other act or omission that, but for this clause 9.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

## **9.2 Immediate recourse**

The Chargee waives any right it may have to require the Chargor to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this legal charge against the Chargor.

## **10. General covenants**

10.1 The Chargor shall not Dispose or agree to Dispose of the Property without the Chargee's prior written consent.

## **10.2 Negative pledge and disposal restrictions**

10.3 The Chargor shall not at any time, except with the prior written consent of the Chargee:

10.3.1 create, purport to create or permit to subsist any Security on, or in relation to Property other than any Security created by this legal charge;

10.3.2 sell, assign, transfer, part with possession of, or otherwise Dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Property provided that this clause shall not prevent the Chargor from entering into any assured shorthold tenancy in respect of the Property or any part in respect of which no consent is required from the Chargee; or

10.3.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party provided that this clause shall not prevent the Chargor from entering into any assured shorthold tenancy in respect of the Property or any part in respect of which no consent is required from the Chargee.

## **10.4 Preservation of Charged Assets**

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Property or the effectiveness of the security created by this legal charge.

**10.5 Compliance with laws and regulations**

10.5.1 The Chargor shall not use or permit the Property to be used in any way contrary to law.

10.5.2 The Chargor shall:

- (a) comply with the requirements of any law or regulation relating to or affecting the Property or the use of them or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or their use or that are necessary to preserve, maintain or renew the Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Property.

**11. Property covenants**

**11.1 Development restrictions**

The Chargor shall not carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008)..

**11.2 Insurance**

11.2.1 The Chargor shall keep the Property adequately insured at all times.

11.2.2 The Chargor shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to any insurance taken out by the Chargor.

**11.3 No restrictive obligations**

The Chargor shall not, without the prior written consent of the Chargee, 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 whatever in or over the whole or any part of the Property.

**11.4 Proprietary rights**

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Chargee.

**11.5 Compliance with and enforcement of covenants**

The Chargor shall:

11.5.1 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 Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed; and

11.5.2 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.

**11.6 Payment of outgoings**

The Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

**11.7 Environment**

The Chargor shall in respect of the Property comply in all material respects with all the requirements of any environmental laws.

**11.8 Inspection**

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

**12. Appointment and powers of receiver**

12.1 At any time and from time to time after the occurrence of an Event of Default, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be a Receiver of all or any part of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

12.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

12.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in addition to, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:

12.3.1 to take possession of collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit;

- 12.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- 12.3.3 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this legal charge or for any other purpose to borrow moneys from the Chargee or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit;
- 12.3.4 generally to manage the Property in such a manner as he shall think fit;
- 12.3.5 to sell, transfer, let or lease or concur in selling, letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares, securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit;
- 12.3.6 to make any arrangements or compromise which the Chargee or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- 12.3.7 to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same in relation to the Property;
- 12.3.8 to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Property;
- 12.3.9 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 12.3.10 to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- 12.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do; and
- 12.3.12 all the powers that an administrative receiver would have under the Insolvency Act 1986 notwithstanding that he is not an administrative receiver.

provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

12.4 Any moneys received by the Receiver in the exercise of his powers under this legal charge and under general law shall be (so far as the law permits) applied by him (subject always to the provisions of the Enterprise Act 2002) as follows:

12.4.1 in payment of the costs, charges and expenses of his appointment and the exercise of all or any of his powers;

12.4.2 in payment of his remuneration; and

12.4.3 in payment to the Chargee of moneys whether for principal, interest or otherwise in arrear or accruing due under this legal charge and any balance shall be paid to the Chargor or other persons entitled to it.

12.5 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or any delegate shall be concerned to enquire:

12.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

12.5.2 whether any power the Chargee, a Receiver or delegate is purporting to exercise has become exercisable or is being properly exercised; or

12.5.3 how any money paid to the Chargee, any Receiver or any delegate is to be applied.

12.6 Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

12.7 Neither the Chargee nor any Receiver or delegate shall be liable, by reason of entering into possession of the Property or for any other reason, 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 act, default or omission for which a mortgagee in possession might be liable.

### **13. Termination**

Upon the Chargor paying all of the Payments together with any Interest and Expenses which have fallen due pursuant to clause 2.2 this legal charge shall terminate and the Chargee shall forthwith take whatever action is necessary to release the Property from the security constituted by this legal charge and HM Land Registry restriction referred to in clause 14.

### **14. Restriction**

The Chargor consents to an application being made by the Chargee to HM Land Registry for the following restriction to be registered against its title to the Property:

"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 proprietor for the time being of the charge dated 7 NOVEMBER 2018 in favour of Alan

Robert Mitchell Kelly, Katriona Isabel Mitchell Kelly and Janet Sutherland Mitchell Kelly referred to in the charges register."

**15. Costs and indemnity**

**15.1 Costs**

The Chargor shall, promptly on demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all proper costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any delegate in connection with:

15.1.1 enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a delegate's rights under this legal charge; or

15.1.2 taking proceedings for, or recovering, any of the Secured Liabilities,

together with Interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) in the manner specified in clause 2.2.

**15.2 Indemnity**

The Chargor shall indemnify the Chargee, each Receiver and each delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

15.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this legal charge or by law in respect of the Property;

15.2.2 enforcing (or attempting to do so) the security constituted by this legal charge; or

15.2.3 any default or delay by the Chargor in performing any of its obligations under this legal charge.

**16. Power of attorney**

**16.1 Appointment of attorneys**

By way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:



16.1.1 the Chargor is required to execute and do under this legal charge; or

16.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this legal charge or by law on the Chargee, any Receiver or any delegate.

**16.2 Ratification of acts of attorneys**

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1

**17. Counterparts**

This legal charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this legal charge.

**18. Notices**

18.1 Any notice given under this legal charge must be in writing and signed by or on behalf of the party giving it.

18.2 Any notice or document to be given or delivered under this legal charge must be:

18.2.1 delivered by hand; or

18.2.2 sent by pre-paid first class post or other next working day delivery service; or

18.2.3 sent through the document exchange (DX).

18.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

18.3.1 to the Seller at Stream Cottage, Church Lane, Watton, Great Driffield, East Riding of Yorkshire YO25 9AQ marked for the attention of Dr Alan Kelly and quoting reference Burcot House with a copy to the Seller's Solicitors, quoting reference DM2/KEL44/1;

18.3.2 to the Buyer at Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL marked for the attention of Andrew Tildesley with a copy to the Buyer's Solicitors, quoting the reference Steve Wiltshire;

or as otherwise specified by the relevant party by notice in writing to the other Parties.

18.4 Any change of the details in clause 18.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

18.4.1 the date, if any, specified in the notice as the effective date for the change; or

18.4.2 the date two Working Days after deemed receipt of the notice.

18.5 Any notice or document given or delivered in accordance with clause 18.1, clause 18.2 and clause 18.3 will be deemed to have been received:

18.5.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next working day; or

18.5.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

18.5.3 if sent through the DX, at 9.00 am on the second Working Day after being put into the DX.

18.6 In proving delivery of a notice or document, it will be sufficient to prove that:

18.6.1 a delivery receipt was signed or that the notice or document was left at the address; or

18.6.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or

18.6.3 the envelope containing the notice or document was properly addressed and was put in the DX.

18.7 A notice or document given or delivered under this legal charge shall not be validly given or delivered if sent by fax or email.

18.8 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **19. Third party rights**

A person who is not a party to this legal charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge.

## **20. Governing law**

This legal charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **21. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this legal charge or its subject matter or formation (including non-contractual disputes or claims).

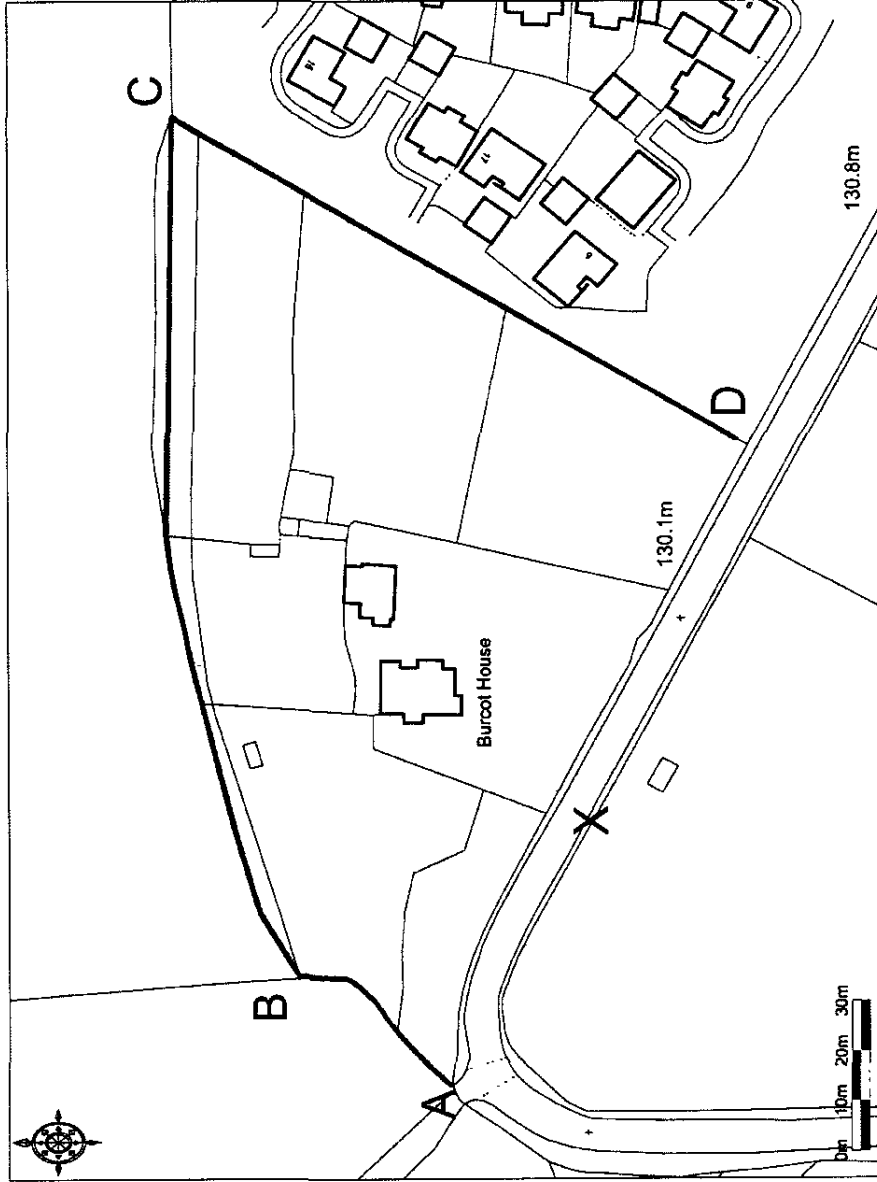
## **22. Delivery**

This legal charge shall not have effect until it is dated.

## **23. Planning Agreement**

- 23.1 Subject to clause 23.2, at the request and cost of the Chargor the Chargee will enter into any reasonable Section 106 Agreement (or similar) if and when required by the Chargor in connection with the proposed development of the Property (whether with or without any other land).
- 23.2 The obligation of the Chargee to enter into any relevant agreement pursuant to clause 23.1 shall be subject to the form of the same first being approved by the Chargee (acting promptly and reasonably) and subject to the Chargee being satisfied (acting reasonably) that the Chargee will not retain any residual obligations or liability under such agreements after parting with any interest in the land the subject of any such proposed agreement.

Burcot House and Land at Tadpole Lane, Blunsdon, Swindon SN25 2DY



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**Promap**  
LANDMARK INFORMATION GROUP

Plan 1

*Architect*

*JB/Keller*

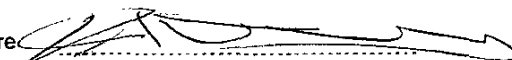
*cin Kelly*

This legal charge has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SIGNED as a DEED by ALAN ROBERT MITCHELL  
KELLY in the presence of:**



Witness Signature



Witness Name

Bridget Lesley Bawn

Address

5 Pasture Close

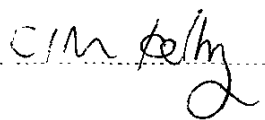
Leconfield

HU17 7NH

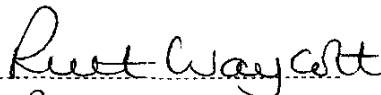
Occupation

General Practitioner

**SIGNED as a DEED by KATRIONA ISABEL MITCHELL  
KELLY in the presence of:**



Witness Signature



Witness Name

RUTH WAYCOTT

Address

PETERSBROOK

PEN 4 ANN

MONMOUTH

NP25 4RA

Occupation

Tourism Consultant

SIGNED as a DEED by JANET SUTHERLAND  
MITCHELL KELLY in the presence of:

JB Kelly

Witness Signature

[Signature]

Witness Name

GEORGE HILLER

Address

336 DYKE ROAD

BRIANTON

BNI SBB

Occupation

COMPANY DIRECTOR

**EXECUTED as a DEED by LINDEN LIMITED** acting by  
[ ] and [ ] attorneys  
under a Power of Attorney dated [ ] in the  
presence of a Witness:

\_\_\_\_\_  
Attorney

Witness Signature \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Occupation \_\_\_\_\_

\_\_\_\_\_  
Attorney

Witness Signature \_\_\_\_\_  
Witness Name \_\_\_\_\_  
Address \_\_\_\_\_

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Occupation \_\_\_\_\_