



**Registration of a Charge**

Company Name: **LINDEN LIMITED**

Company Number: **01108676**



XB537YG0

Received for filing in Electronic Format on the: **30/05/2022**

**Details of Charge**

Date of creation: **27/05/2022**

Charge code: **0110 8676 0383**

Persons entitled: **GLEESON DEVELOPMENTS LIMITED**

Brief description: **PHASE 5, WESTWOOD POINT, MARGATE SHOWN EDGED RED ON THE PLAN TO THE LEGAL CHARGE AND FORMING PART OF THE LAND REGISTERED (AS AT THE DATE HEREOF) AT THE LAND REGISTRY WITH TITLE NUMBERS TT100417 AND TT115118**

**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: **DAC BEACHCROFT LLP**



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

Company number: 1108676

Charge code: 0110 8676 0383

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2022 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2022 .

Given at Companies House, Cardiff on 1st June 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**

Dated **27 MAY** 2022

---

**LINDEN LIMITED**

**(1)**

**AND**

**GLEESON DEVELOPMENTS LIMITED**

**(2)**

---

**LEGAL CHARGE**

**relating to Phase 5 Westwood Point, Margate**

---



**GOWLING WLG**

Tel +44 (0)370 903 1000 Fax +44 (0)370 904 1099 mail@gowlingwlg.com www.gowlingwlg.com

## CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION .....	1
2	COVENANT TO PAY AND PERFECT SECURITY .....	9
3	SECURITY .....	9
4	CHARGOR'S COVENANTS .....	10
5	CHARGEES COVENANTS .....	10
6	COVENANTS IN RESPECT OF THE AGREEMENT .....	10
7	RESTRICTION ON DEALINGS .....	10
8	REPRESENTATIONS AND WARRANTIES .....	11
9	RIGHTS OF ENFORCEMENT .....	11
10	CHARGEES POWERS AND RIGHTS .....	13
11	RELEASE AND CONSENT TO EASEMENTS .....	13
12	LIABILITY .....	15
13	LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989 .....	16
14	INDEPENDENT SECURITY .....	16
15	COSTS AND INDEMNITY .....	16
16	POWER OF ATTORNEY .....	17
17	PERPETUITY PERIOD .....	17
18	GENERAL PROVISIONS .....	17
SCHEDULE 1	DESCRIPTION OF THE PROPERTY .....	21
SCHEDULE 2	CHARGOR'S COVENANTS .....	22
SCHEDULE 3	REPRESENTATIONS AND WARRANTIES .....	23
SCHEDULE 4	EVENTS OF DEFAULT .....	24
SCHEDULE 5	CHARGEES POWERS .....	25

THIS LEGAL CHARGE by way of deed is made the 27 day of MAY

2022

**BETWEEN:**

- (1) **LINDEN LIMITED** incorporated and registered in England and Wales with company number 01108676 whose registered office is 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY (the "Chargor");;
- (2) **GLEESON DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 00848808 whose registered office is 6 Europa Court, Sheffield Business Park, Sheffield, S9 1XE (the "Chargee").

**BACKGROUND**

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to pay several payments to the Chargee which remain outstanding.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions shall apply:

<b>Act</b>	the Law of Property Act 1925 (as amended);
<b>Adjoining Land</b>	the land (i) registered at the Land Registry with title number TT100417 other than the land tinted pink on the plan annexed to this Charge titled 'Adjoining Land Plan' and (ii) the land registered at the Land Registry with title number TT115118 in each case as at the date of this Charge but other than the Property;
<b>Affordable Housing</b>	has the meaning given to that term in Annex 2: Glossary of the National Planning Policy Framework and any other

guidance amending or replacing the same whether the requirement for the same is imposed by or agreed with the Local Planning Authority in connection with the Planning Permission or any Statutory Agreement entered into as a pre-condition or pre-requisite for the grant of the Planning Permission;

**Agreement**

an agreement for the sale of the Property made between (1) the Chargee and the Chargor (2) and the Chargor dated 28 June 2019;

**Charged Assets**

all the existing and future assets, property, undertaking and other interests whatever and wherever charged by this Charge including the Property and including any rights of enforcement and references to the Charged Assets shall include all or part of them;

**Delegate**

any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate.

**Dispose of**

bears the meaning given to it under Section 205(1) Law of Property Act 1925 and **disposition** and **Disposal** shall be interpreted accordingly;

**Dwelling**

a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above garage(s), maisonette, cottage or other dwelling constructed or to be constructed on the Property including the curtilages of such dwellings and any associated car parks, spaces, car ports, garages or shared driveways and "**Dwellings**" shall be construed accordingly;

**Event of Default**

any event specified in Schedule 4;

**Insurance Policy**

each contract or policy of insurance effected or maintained by the Chargor from time to time;

**Material Adverse Effect**

a material adverse effect on:

- (a) the ability of the Chargor to perform and observe its obligations under this Charge or the Agreement; and
- (b) the validity or enforceability of, or the effectiveness or ranking of, the Security granted or purported to be granted pursuant to this Charge.

**Payments**

the payments due and payable by the Chargor to the Chargee pursuant to clause 5.1, 15.2, 15.3 and/or clause 16.1 of the Agreement;

**Permitted Disposition**

any of the following:

- (a) the Disposal of one or more Dwellings up to a maximum of thirty two (32) Dwellings which when calculating the maximum number of Dwellings such calculation shall not include any Affordable Housing Dwellings;
- (b) the Disposal dedication or adoption of 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 sewers, Service Media or other infrastructure including for the avoidance of doubt any easement granted to a Relevant Authority; and/or
- (c) the Disposal dedication or adoption of any part 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 area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or

278 of the Highways Act 1980; and/or

- (d) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or
- (e) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or
- (f) the grant of easements over any part of the Property as part of the development of the Property and Released Land; and/or
- (g) a transfer or lease of one or more Dwellings comprising Affordable Housing or the land required for any Affordable Housing; and/or
- (h) the disposal of Released Land; and/or
- (i) the granting of a licence or tenancy in respect of the Property or any part of it on terms which (under the law prevailing at the time) would entitle the owner of the Property without obtaining any Court Order and without taking any steps save for the service of a notice on the occupant to obtain occupation of the Property with vacant possession not later than five (5) years from the date of such grant; and/or
- (j) a disposal of the whole or part of any freehold reversionary interest in a Dwelling comprising part of the Property; and/or
- (k) a disposition to a management company for the purposes of managing any common parts and facilities



on the Property provided that the disposition restricts the use to such a purpose.

<b>Plan</b>	the plan annexed to this Charge titled "Land Charge Plan";
<b>Planning Acts</b>	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;
<b>Planning Permission</b>	the planning permission ref: F/TH/12/0964 and NMA/TH/15/0227 issued by Thanet District Council on 1 April 2014 and including such variations and/or modifications of the same;
<b>Property</b>	the property described in Schedule 1;
<b>Receiver</b>	any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);
<b>Released Land</b>	the land formerly subject to a charge in favour of the Chargee as security for payment of the Payments then outstanding but released as a Permitted Disposition;
<b>Relevant Authority</b>	the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal

of surface water;

**Roadways**

roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property and/or Adjoining Land and/or Released Land (but excluding shared access areas which are not intended to be made available for public use);

**Secured Sum**

each of the Payments from time to time together with all interest accruing in respect of the same;

**Security**

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Period**

the period commencing on the date of this Charge and ending on the earlier of date upon which the Secured Sums have been paid in full;

**Service Media**

includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas, electricity, water, electronic transmissions and similar services now or in the future constructed on the Property;

**Services**

foul and surface water drainage, water, gas, electricity and telecommunications services;

**Statutory Agreement**

an agreement, obligation or undertaking made or to be made pursuant to all or any of the following:

Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government

(Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a local authority, the local highway authority or any service undertaker or other Relevant Authority;

**VAT**

value added tax or any equivalent tax chargeable in the UK or elsewhere;

**Working Days**

any day when banks in London are open for business other than a Saturday, or Sunday or public holiday in England and other days upon which the clearing banks to the City of London are not open for business.

1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3 Unless the contrary intention appears reference:

- (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
- (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.

1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.

1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.

1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.

1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.

- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

## **2 COVENANT TO PAY AND PERFECT SECURITY**

- 2.1 The Chargor covenants with the Chargee to pay the Secured Sum on the dates, and otherwise, in accordance with the Agreement and this Charge and if any part of the Secured Sum shall not be paid on the relevant due date the Chargor will pay interest (as well before as after any judgment) on the Secured Sum or so much thereof as shall for the time being remain unpaid at the Contract Rate (as defined in the Agreement) for the period between the due date for payment of the relevant sum and the date of actual payment.
- 2.2 The Chargor covenants (at the cost of the Chargor) with the Chargee promptly to execute and do all such assurances and things as the Chargee or any Receiver may require for creating, perfecting or protecting the Security constituted by or intended to be created by this Charge facilitating the realisation of the Charged Assets and for facilitating the exercise of all rights, powers, authorities and discretions conferred by this Charge upon the Chargee or any Receiver including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Chargee or to its nominee), and the giving of any notice, order or direction and the making of any registration.

## **3 SECURITY**

- 3.1 As continuing security for the payment and discharge of the Secured Sum the Chargor with full title guarantee charges to the Chargee:

by way of first legal mortgage,

- (a) the Property together with the rights referred to and contained in the Agreement;
- (b) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property;

**PROVIDED THAT** this Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that (subject as referred to in this Charge and the Agreement) the carrying out of the Development and any related works and the grant of

easements, rights, transfers and demises and entry into and performance of any such Statutory Agreement and the performance of it shall be permitted by this Charge.

3.2 None of the provisions of this clause 3 shall be deemed to impose on the Chargee or imply on its part any obligation or other liability in relation to the Charged Assets.

3.3 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

#### **4 CHARGOR'S COVENANTS**

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

#### **5 CHARGEES COVENANTS**

The Chargee shall consent to any Permitted Disposition provided that:

5.1 the Chargor indemnifies the Chargee against all reasonable expenses and liabilities incurred by the Chargee arising out of any Statutory Agreement;

5.2 the Chargee is not liable to perform any covenants contained in the Statutory Agreement to the extent they relate to the Property unless and until it takes possession of the Property.

#### **6 COVENANTS IN RESPECT OF THE AGREEMENT**

The Chargor and the Chargee each covenant with the other to observe and perform their respective obligations in the Agreement in accordance with the terms of the Agreement, including in relation to the Secured Sum.

#### **7 RESTRICTION ON DEALINGS**

7.1 Other than by way of a Permitted Disposition the Chargor may not and covenants that it will not at any time without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):

(a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property (to the extent it is then subject to the Security created by this Charge) during the Security Period;

- (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Charged Assets and notwithstanding Section 99 of the Act not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Charged Assets (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge;
- (c) otherwise deal with or dispose of all or any part of or any interest in the Property or the Charged Assets or contract or purport to do the same or suffer to arise any set-off or other third party right or rights in respect of all or any part of them.

7.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form NN to be registered against the title to the Property at the Land Registry to the effect that:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by (1) Gleeson Developments Limited, or its conveyancer or a certificate signed by a conveyancer that the provisions of clause 7.1 of a legal charge dated 27 MAY 2022 and made between (1) Linden Limited and (2) Gleeson Developments Limited have been complied with or that they do not apply to the disposition".*

*(Company Registration number 00848808)  
of 6 Europa Court, Sheffield Business  
Park, Sheffield, S9 1XE*

## 8 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and gives the warranties set out in Schedule 3 to the Chargee on the date of this Charge and on each day of the Security Period with reference to the facts and circumstances existing at the time.

*COA(R)*

## 9 RIGHTS OF ENFORCEMENT

9.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.

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

- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

9.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

9.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:

- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of any Charged Asset;
- (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Charged Assets (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of any Charged Asset;
- (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall



continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee;

- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

9.5 The Chargee or 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 Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

9.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order between any of the Secured Sums.

## **10 CHARGEES POWERS AND RIGHTS**

10.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 9 and Schedule 5 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

10.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

## **11 RELEASE AND CONSENT TO EASEMENTS**

### **Release**

11.1 The Chargee shall, at the request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Property subject to a Permitted Disposition.

- 11.2 The Chargee shall, at the request and cost of the Chargor, upon the completion of a new legal charge pursuant to Schedule 6 of the Agreement, duly discharge and release from the security constituted by this Charge any parts of the Property intended for the construction of Dwellings which have not already been the subject of a Permitted Disposition but not any other part of the Property unless and until such part is the subject of a Permitted Disposition.
- 11.3 The Chargee shall, at the request and cost of the Chargor, duly discharge and release the security constituted by this Charge at the end of the Security Period.

### **Consent to Easements**

#### **11.4**

- (a) The Chargor shall procure that in the event of any Disposal of any part of the Released Land by the Chargor appropriate reasonable rights for the proper use and enjoyment of the Property and the Adjoining Land are granted or excepted and reserved over the Released Land for the benefit of the Property and the Adjoining Land and that appropriate reasonable and necessary rights for the proper use and enjoyment of the Released Land are granted or excepted and reserved (as the case may be) over the Property and the Adjoining Land for the benefit of the Released Land;
- (b) The Chargee shall procure that, in the event of any disposal of any part of the Property by the Chargee, appropriate reasonable and necessary rights for the proper use and enjoyment of the Released Land are granted or excepted and reserved over the Property and the Adjoining Land for the benefit of the Released Land (provided the same do not adversely affect the use and enjoyment of the relevant parts of the Property for residential dwellings); and
- (c) The Chargor shall ensure, simultaneously with the relevant grant, exception or reservation as referred to in clause 11.4(a), that appropriate covenants are entered into and the Chargor shall procure that prior to the grant or exception or reservation of such rights and the entering into of any appurtenant covenants the form of the assurance or other document containing such rights, exceptions, reservations and covenants shall be approved by the Chargee (such approval not to be unreasonably withheld or delayed).

11.5 Notwithstanding the generality of clause 11.4 the Chargee confirms its consent to the grant by the Chargor of the following easements, rights and covenants to or on any third party purchasers of plots or land in each case forming part of the Released Land or constituting a Permitted Disposition:

- (a) to keep and maintain the projections (including the eaves, gutters, spouts, down-pipes, chimneys, flues, meter boxes, cappings, foundations and any similar structures) and roofs overhanging or underlying on any part of the Property in good repair;
- (b) the free passage and running of services through Service Media now or at any time to be laid or constructed by the Chargor on the Property together with the right to enter onto parts of the Property where reasonable and after giving reasonable notice for the purpose of connecting to, inspecting, cleansing, repairing or renewing the Service Media;
- (c) to enter upon any unbuilt on part or parts of the Property where reasonable and after giving reasonable notice for the purpose of inspecting, repairing, cleaning or renewing any party structure or thing on or under it and used or enjoyed in common with it; and
- (d) for lateral support and shelter by and protection from the Released Land from any part of the Property,
- (e) rights of way at all times and for all purposes over the Roadways (with or without vehicles),

and shall at the cost of the Chargor furnish evidence of such consent immediately to the Chargor and if required to the third party purchaser and/or the Land Registry.

11.6 The Chargee shall and shall at the reasonable cost of the Chargor furnish immediately to the Chargor and if required to any third party purchaser and/or the Land Registry evidence of its consent to the grant (or exception and reservation as the case may be) of any rights or easements over the Adjoining Land or the Property referred to in clauses 11.4(b) and 11.5.

## 12 LIABILITY

12.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:

- (a) 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;
- (b) the Chargee renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

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

### **13 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

### **14 INDEPENDENT SECURITY**

The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

### **15 COSTS AND INDEMNITY**

The Chargor shall, within two Working Days of demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all 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 following the giving of notice after occurrence of an Event of Default in connection with:

- 15.1 holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this Charge; and
- 15.2 taking proceedings for, or recovering, any of the Secured Sums,

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) at the rate and in the manner specified in the Agreement.

## **16 POWER OF ATTORNEY**

16.1 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 the Chargor is required to execute and do under this Charge.

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

## **17 PERPETUITY PERIOD**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

## **18 GENERAL PROVISIONS**

18.1 Neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.

18.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.

18.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict

any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.

- 18.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 18.5 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.
- 18.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 18.7 Any written certificate or determination of any amount given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant sum save in the case of manifest error or omission.
- 18.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 18.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sum and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sum.
- 18.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next Working Day delivery service to

(a) In the case of the Chargor:

Care of: DAC Beachcroft LLP, The Walbrook Building, 25 Walbrook, London EC4N 8AF

Attention: LIN545-1188109/GMOL

(b) In the case of the Chargee:

Care of: Gowling WLG (UK) LLP, 4 More London Riverside, London, SE1 2AU

Attention: MPK/2633483

or to any other address as is notified in writing by one party to the other from time to time.

18.11 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.

18.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

18.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.

18.14 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed. Transmission of an executed counterpart of this Charge (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other format) shall take effect as delivery of an executed counterpart of this Charge. If such method of delivery is adopted, without prejudice to the validity of the Charge thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

18.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

**DELIVERED as a DEED on the date of this document.**



## SCHEDULE 1

### Description of the Property

ALL THAT freehold property shown edged red on the Plan and forming part of the land registered (as at the date hereof) at the Land Registry with ~~title number~~ TT100417.

title numbers Land TT115118

(OACB)

## **SCHEDULE 2**

### **Chargor's Covenants**

- 1 Not do or cause or permit to be done anything that may in any way depreciate, jeopardise or otherwise prejudice the Security created by this Charge or prejudice the value of the Property or any of the Charged Assets.
- 2 On reasonable written notice to give to the Chargee or the Chargee's solicitors such information as it or they shall reasonably require relating to the Charged Assets.

## **SCHEDULE 3**

### **Representations and Warranties**

- 1 No law, regulation, order or direction binding on it or any Charged Asset and no term of any other contract, Insurance Policy, mortgage, instrument or other undertaking or other obligation will be violated or breached by it accepting and giving full effect to all of the provisions of this Charge and/or the Agreement and no other debt incurred or owed by it or security created by it will become enforceable by virtue of the provisions of this Charge and/or the Agreement and the implementation of all or any of them.
- 2 No litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues is current or to the best of its knowledge threatened against it or any of the Charged Assets such as would have a Material Adverse Effect.
- 3 The Chargor is the sole legal and beneficial owner of the Charged Assets and has good and marketable title to the Property.
- 4 The Charged Assets are (other than the Security created by this Charge) free from any Security.
- 5 There is no breach of any law or regulation that materially adversely affects the Charged Assets.
- 6 Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.
- 7 No Security 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.
- 8 Subject to the legal reservations, this Charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over the Charged Assets in accordance with its terms.

## **SCHEDULE 4**

### **Events of Default**

- 1 Any failure by the Chargor to pay the Secured Sum in full on the due date in accordance with the Agreement.
- 2 An administrative or other receiver, administrator, manager, trustee in bankruptcy or similar officer is appointed of the whole or any material part of the assets of the Chargor or the Chargor requests any person to appoint such a receiver, administrator, manager, trustee in bankruptcy or similar officer or any other steps are taken to enforce any charge or other security over any material part of the property of the Chargor.
- 3 Any order is made or any effective resolution is passed or a petition (with a reasonable likelihood of success) is presented or other steps are taken for:
  - 3.1 the winding up, dissolution, bankruptcy or liquidation of the Chargor other than for the purpose of a reconstruction or amalgamation the terms of which have previously been approved by the Chargee in writing provided that the Chargee's consent will not be required should such a reconstruction or amalgamation be taking place in a non-insolvent situation;
  - 3.2 the making of an administration order against the Chargor; or
  - 3.3 the notice of the appointment of an administrator in respect of the Chargor; or
  - 3.4 analogous proceedings to those matters specified in paragraphs 3.1 to 3.3 (inclusive) under any applicable law in any other jurisdiction.

## **SCHEDULE 5**

### **Chargee's and Receiver's Powers**

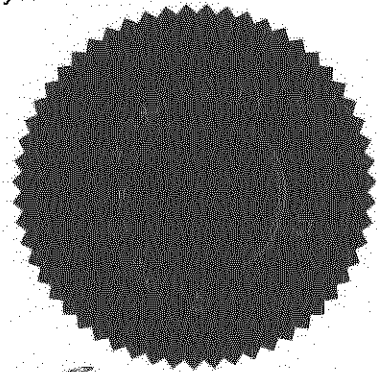
- 1 To manage and conduct the business of the Chargor in respect of the Charged Assets in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Charged Assets.
- 2 To enter upon and take possession of the Charged Assets and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Charged Assets or otherwise attributable to any such works or which the Chargor is otherwise entitled to use.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realise, dispose of and deal with and transfer title to the Charged Assets (including the Property) and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings at the Property.
- 6 To promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Charged Assets (including the Property) at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee.

- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to and Charged Asset.
- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Charged Assets from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Charged Assets.
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Charged Assets.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Charged Assets.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters in connection with the Charged Assets.
- 15 To make, exercise or revoke any VAT option to tax relating to the Charged Assets that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.

- 17 To make any arrangement, settlement or compromise that it may think expedient relating to the Charged Assets.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, 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 Chargor under this Charge.
- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Charged Assets, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers in accordance with this Charge.

**IN WITNESS** whereof the parties have executed this Charge as a deed the day and year first before written

**EXECUTED** as a **DEED** by )  
affixing the **COMMON SEAL** )  
of **LINDEN LIMITED** in the )  
presence of: )



Authorised signatory

PRINT NAME: BRENDAN EVANS

Authorised signatory

PRINT NAME: ROSS WHELEHAN

**EXECUTED** as a **DEED** by  
**GLEESON DEVELOPMENTS LIMITED**  
acting a director in the presence of:

\_\_\_\_\_  
Director

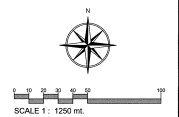
PRINT NAME: \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_





E. BEERS  
E. LUBERMAN

**W** **WITHERS**  
WITHERS ASSOCIATES  
CIVIL ENGINEERING & INFRASTRUCTURE DESIGN  
UNIT 12, WILSON HILL BUSINESS CENTRE  
WILSON HILL, CULVERHOPE CLIFF  
CO. DORSET DT99 9JF

PROJECT  
**NASH ROAD, BROADSTAIRS**  
Construction Phase 3 (Planning Phase 5a)

CLIENT  
**Linden**  
HOMES

DRAWING TITLE  
**LAND CHARGE PLAN**

DATE	DATE	BY	CHKD
1/12/20	01/22	AM	BMW

STATUS  
**Preliminary**

REVISION  
**L6003/20-005/2011**

ISSUED  
**P1**

