



Registration of a Charge

Company Name: **BDW TRADING LIMITED**

Company Number: **03018173**



XCGO7UHE

Received for filing in Electronic Format on the: **20/11/2023**

Details of Charge

Date of creation: **14/11/2023**

Charge code: **0301 8173 1443**

Persons entitled: **ROBERT HITCHINS LIMITED**

Brief description: **LAND AT BARROW FARM, CHIPPENHAM, WILTSHIRE**

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: **WJR EVANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3018173

Charge code: 0301 8173 1443

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2023 and created by BDW TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2023 .

Given at Companies House, Cardiff on 20th November 2023

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**

LEGAL CHARGE

Relating to land at Barrow Farm Chippenham Wiltshire

Dated 14th November 2023

(1) BDW Trading Limited

(2) Robert Hitchins Limited

I hereby certify this to be a true and complete
copy of the original Document

Name and Position

A. Wallworth
ALISTAIR WALLWORTH,
PARTNER

Clarke Willmott LLP, Blackbrook Gate,
Blackbrook Park Avenue, Taunton, TA1 2PG

Date

15/11/2023

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THIS DEED is dated

14th November

2023

PARTIES:

- (1) **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF (**Chargor**)
- (2) **ROBERT HITCHINS LIMITED** incorporated and registered in England and Wales with company number 0686734 whose registered office is at The Manor Boddington Cheltenham Gloucestershire GL51 0TJ (**Chargee**).

BACKGROUND

- (A) By a transfer of the Property dated the same date as this legal charge and made between the (1) the Chargee and (2) the Chargor (**Transfer**), the Chargee transferred the Property to the Chargor.
- (B) The Chargor has agreed to pay the Deferred Payment to the Chargee in two equal instalments on the First Deferred Payment Date and the Second Deferred Payment Date.
- (C) This legal charge provides security which the Chargor has agreed to give the Chargee for the Chargor's obligation to pay the Deferred Payment.

AGREED TERMS

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply in this legal charge:

"Affordable Housing"	as defined in the S106 Agreement
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
"Deed of Easement"	a deed of easement substantially in the form annexed to this legal charge at Appendix 1 subject to any amendments agreed between the parties pursuant to clause 25.2 or determined pursuant to clause 28
"Default Rate"	interest at the rate of 2% per annum above the base lending rate of The Bank of England in force from day to day

"Deferred Payment"	the sum of six million seven hundred and fifty thousand pounds (£6,750,000)
"Environment"	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media
"Environmental Law"	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment
"Environmental Licence"	any authorisation, permit or licence necessary under Environmental Law in respect of the Property
"Event of Default"	<p>(a) the Chargor fails to pay the First Deferred Payment or the Second Deferred Payment on or before the First Deferred Payment Date or the Second Deferred Payment Date respectively unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Business Days of the First Deferred Payment Date or the Second Deferred Payment Date (as applicable); or</p> <p>(b) the Chargor suffers an Insolvency Event</p>
"First Deferred Payment"	the sum of three million three hundred and seventy five thousand pounds (£3,375,000)
"First Deferred Payment Date"	the first anniversary of the date of this legal charge or such earlier date as the Chargor may determine in its absolute discretion
"Infrastructure Agreements"	any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise relating to the Property or any part of it and/or any agreement (including wayleaves) or deed with regard to the development of or the provision of access or services to the Property or any part of it
"Insolvency Event"	<p>the occurrence of any of the following:-</p> <p>(a) a winding up order is made against the Chargor;</p> <p>(b) an administrator or receiver is appointed in respect of the Chargor</p>

- (c) voluntary winding up of the Chargor is commenced except a winding up for the purpose of amalgamation or reconstruction of a solvent company.
- (d) the Chargor is struck off from the Register of Companies
- (e) the Chargor otherwise ceases to exist

"Insurance Policy"

each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property

"LPA 1925"

the Law of Property Act 1925

"Permitted Disposals"

any one or more of the following as applicable:

- (a) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) of any part or parts of the Property upon which electricity substation, gas governor or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements;
- (b) the grant or entry into of any easement, wayleave, covenant, or other agreement or encumbrance over or affecting the Property which is reasonably required in connection with the development permitted by the Planning Permission;
- (c) any licence to carry out works in connection with the development permitted by the Planning Permission on the Property which does not carry the right to occupy;
- (d) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) or grant of easement or wayleave to a service provider or to the local authority or to the highway authority or other public bodies pursuant to an obligation in an Infrastructure Agreement required in connection with the development permitted by the Planning Permission;
- (e) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) of any part of the Property for open space in compliance with obligations contained in an Infrastructure Agreement;
- (f) the grant of any easements constructed over the Property for the benefit of any dwelling constructed outside of the Property pursuant to the Planning Permission;
- (g) any disposal (whether by way of transfer of the freehold the grant of a lease or otherwise) of any common parts or other amenity land to a residents management

company or company set up for the purpose of managing such property;

- (h) any agreement for any of the disposals referred to in paragraphs (a) – (g) of this definition and/or any agreement for any disposal of Affordable Housing (including without limitation the land on which any Affordable Housing dwelling is intended to be constructed or is in the course of construction).

"Permitted Security"

one or more of the following:

- (a) floating charge taken over the Chargor's assets or class of assets from time to time as security for borrowing or other indebtedness or
- (b) any bonds or other forms of security that are required in order to secure any obligations in respect of any Infrastructure Agreement or any other similar agreement that is required in order to carry out development of the Property pursuant to the Planning Permission or
- (c) the Security listed in Schedule 2 (if any)

"Plan 1"

the plan attached to this legal charge at Appendix 2 and marked "Plan 1"

"Plan 2"

the plan attached to this legal charge at Appendix 2 and marked "Plan 2"

"Planning Permission"

planning permission granted by the Secretary of State on appeal under reference APP/Y3940/W/22/3309170, dated 5 May 2023 for residential development (up to 230 dwellings), a local centre (comprising commercial business and service uses (Use Class E), drinking establishment and hot food takeaway (Sui Generis) with a GIA limit of 675 sqm of which no more than 200 sqm (GIA) shall be used for retail (Class E(a)) drinking establishment and hot food takeaway (Sui Generis)), associated works and infrastructure, ancillary facilities, open space, landscaping with vehicular access from the B4069 and any variation or substitution of the same

"Property"

the freehold property owned by the Chargor described in Schedule 1 but excluding any part of the Property that has been released from this charge as a Permitted Disposal

"Purchase Contract"	the contract dated on or around the date of this legal charge and made between (1) the Chargee and (2) the Chargor for the sale and purchase of the Property together with other land
"Receiver"	a receiver or a receiver and manager of any or all of the Property
"Relevant Authorities"	the local county highway and planning authorities (including, where applicable, National Highways) gas water electricity cable television and telecommunications companies and any other authority company utility body corporation or organisation (including a management company set up for the purpose) concerned with the grant of planning permission the control of development the adoption of roads and drainage systems and maintenance of open space and ponds or the provision of utility services (including telecoms masts or aerials) and "Relevant Authority" means any one of them as the context may admit
"Retained Land"	that part of the land comprised within title numbers WT265295 and WT263007 (but excluding the Property) shown for the purposes of identification only edged red on Plan 2 which is owned by the Chargor on the date of completion of a Deed of Easement
"S106 Agreement"	an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 5 April 2023 made between (1) Wiltshire Council and (2) the Chargee
"Second Deferred Payment"	the sum of three million three hundred and seventy five thousand pounds (£3,375,000)
"Second Deferred Payment Date"	the second anniversary of the date of this legal charge or such earlier date as the Chargor may determine in its absolute discretion
"Secured Liabilities"	the Deferred Payment together with default interest (if any) arising under clause 2.2 and costs arising under clause 16.1 (if any) provided always the secured liabilities shall not in total exceed the sum of six million nine hundred thousand pounds (£6,900,000)
"Security"	any mortgage, legal charge, pledge or lien, over the Property
"Substitute Property"	the freehold property approved by the Chargee pursuant to clause 25.4.2

"Substitute Charge"	Legal	a legal charge substantially in the same form as this legal charge in form and substance satisfactory to the Chargee (acting reasonably) executed by the Chargor in favour of the Chargee containing a charge by way of first ranking legal mortgage over the Substitute Property
"VAT"		value added tax

1.2 Interpretation

In this legal charge:

- 1.2.1 clause and Schedule headings shall not affect the interpretation of this legal charge;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** does not include fax or email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this legal charge;

- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.2.18 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; and
- 1.2.19 where the First Deferred Payment Date or Second Deferred Payment Date falls on a non-Business Day, the First Deferred Payment or the Second Deferred Payment (as applicable) shall be payable on the next Business Day immediately following the First Deferred Payment Date or the Second Deferred Payment Date respectively;

1.3 Nature of security over real property

A reference in this legal charge to a charge of or over the Property includes:

- 1.3.1 all buildings and fixtures and fittings/situated on or form part of the Property at any time; and
- 1.3.2 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property

1.4 Perpetuity period

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

1.5 Schedules

The Schedules form part of this legal charge and shall have effect as if set out in full in the body of this legal charge. Any reference to this legal charge includes the Schedules.

2 Covenant to pay

2.1 Deferred Payment

2.1.1 The Chargor shall pay to the Chargee the First Deferred Payment on or before the First Deferred Payment Date.

2.1.2 The Chargor shall pay to the Chargee the Second Deferred Payment on or before the Second Deferred Payment Date.

2.2 Interest

In the event that the Chargor shall fail to pay the First Deferred Payment on the First Deferred Payment Date or the Second Deferred Payment on the Second Deferred Payment Date, the Chargor shall pay interest at the Default Rate on the amount unpaid from the date two Business Days after the First Deferred Payment Date or the Second Deferred Payment Date (as applicable) until the date of actual payment of the relevant payment.

3 Grant of Security

3.1 Legal Charge and fixed charges

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

4 Perfection of Security

4.1 Registration of Legal Charge at the Land Registry

The Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property (and the plan referred to in the restriction shall be Plan 1):

"No disposition of the part of the registered estate shaded red and blue on the attached plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 14th November 2023 in favour of Robert Hitchins Limited referred to in the charges register or their conveyancer "

5 Liability of the Chargor

5.1 Liability not discharged

The Chargor's liability under this legal charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by the Chargee concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person.

5.2 Immediate recourse

The Chargor waives any right it may have to require the Chargee 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.

6 Representation and Warranties

6.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 6 to the Chargee on the date of this deed.

6.2 Ownership of Charged Property

The Chargor is the sole legal and beneficial owner of the Property and has good and marketable title to the Property.

6.3 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.

6.4 No breaches

The entry into of this legal charge by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

6.5 Avoidance of security

No Security expressed to be created under this legal charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

6.6 Enforceable security

This legal 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 all and every part of the Property in accordance with its terms.

7 General Covenants

7.1 Negative pledge and disposal restrictions

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

- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, the Property other than any Security created by this legal charge or any Permitted Security;
- 7.1.2 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 other than pursuant to any Permitted Disposal; or
- 7.1.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party other than pursuant to any Permitted Disposal.

7.2 Preservation of Charged Property

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 the Property or the effectiveness of the security created by this deed PROVIDED ALWAYS that the development of the Property pursuant to the Planning Permission shall not amount to a breach of this obligation which for the avoidance of doubt shall include but not be limited to the provision and use of a developers site compound on the Property.

7.3 Compliance with laws and regulations

7.3.1 The Chargor shall not, without the Chargee's prior written consent, use or permit the Property to be used in any way contrary to law.

7.3.2 The Chargor shall in so far as consistent with the Chargor's proposed development of the Property pursuant to the Planning Permission:

- (a) comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
- (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 its proposed use or that are necessary to preserve, maintain or renew any Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation.

7.4 Enforcement of rights

The Chargor shall use its reasonable endeavours, to the extent necessary for the development of the Property pursuant to the Planning Permission to:

7.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Property of the material covenants and other material obligations imposed on such counterparty; and

7.4.2 enforce any material rights and institute, continue or defend any material proceedings relating to the Property that the Chargee may reasonably require from time to time

Provided always that the Chargor shall be entitled to waive or release or vary any such covenants, stipulations and conditions if the value of the land and buildings which remain as security under this legal charge shall not be reduced to a sum equal to or less than such amount as shall be considered by the Chargor's surveyor (acting reasonably) to be adequate from time to time to secure properly the Secured Liabilities.

7.5 Chargor's waiver of set-off

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

8 Property Covenants

8.1 No alterations

The Chargor shall not, without the prior written consent of the Chargee:

- 8.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- 8.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings

Provided always that development of the Property pursuant to the Planning Permission shall not amount to a breach of this obligation.

8.2 Insurance

- 8.2.1 The Chargor shall insure and keep insured the Property against such risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and
- 8.2.2 The Chargor shall, if requested by the Chargee, produce to the Chargee a broker's letter confirming details of each Insurance Policy obtained by the Chargor pursuant to clause 8.2.1.

8.3 Insurance premiums

The Chargor shall promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect.

8.4 No invalidation of insurance

The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

8.5 Leases and licences affecting the Property

Save for Permitted Disposals, the Chargor shall not, without the prior written consent of the Chargee

- 8.5.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 8.5.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property;
- 8.5.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

8.5.4 grant any consent or licence under any lease or licence affecting the Property.

PROVIDED THAT the provision and use of a developers site compound on the Property shall not be in breach of the provisions of this clause 8.5 and is hereby consented to by the Chargee

8.6 No restrictive obligations

Subject to the Permitted Disposals, 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 which in all cases would have a material adverse effect on the value of the Property.

8.7 Proprietary rights

Subject to the Permitted Disposals, the Chargor shall use reasonable endeavours to procure that no person shall become entitled to any proprietary or other like right or interest over the whole or any part of the Property which would have a material adverse effect on the value of the Property, without the prior written consent of the Chargee.

8.8 Compliance with and enforcement of covenants

The Chargor shall, insofar as consistent with the Chargor's proposed development of the Property pursuant to the Planning Permission:

8.8.1 observe and perform all material 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

8.8.2 diligently enforce all material covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

PROVIDED ALWAYS that the Chargor shall be entitled to waive or release or vary any such covenants, stipulations and conditions if the value of the land and buildings which remain as security under this legal charge shall not be reduced to a sum equal to or less than such amount as shall be considered by the Chargor's surveyor (acting reasonably) to be adequate from time to time to secure properly the Secured Liabilities.

8.9 Notices or claims relating to the Property

8.9.1 The Chargor shall:

(a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority ("**Notice**") that specifically applies to the Property, within seven days after becoming aware of the relevant Notice; and

(b) (if the Chargee so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or

join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee acting reasonably thinks fit provided that such action does not adversely affect development of the Property pursuant to the Planning Permission.

8.9.2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

8.10 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 upon the Property or on its occupier.

9 Chargee Covenants

9.1 Infrastructure Agreements

The Chargee covenants with the Chargor that if reasonably requested by the Chargor the Chargee will within 10 Business Days of the date of the Chargor's request

9.1.1 enter into any Infrastructure Agreement in order to consent to and acknowledge its terms provided that no liability or other obligations of any nature shall thereby be placed on the Chargee under such Infrastructure Agreement; and

9.1.2 provide such written consent as is required under the terms of the Land Registry restriction referred to in clause 4.1 so as to enable the Infrastructure Agreement to be registered against the title to the Property.

9.2 Permitted Disposals

The Chargee covenants with the Chargor that whenever requested by the Chargor the Chargee will within 10 Business Days of the date of the Chargor's request execute and deliver to the Chargor an appropriate consent and/or where necessary a release (being an executed Land Registry Form DS3 and/or RX4 or such other form or method which may be required from time to time pursuant to the appropriate Land Registry Rules then applying) in respect of any Permitted Disposal.

9.3 Land Registry Consent to Easements

The Chargee covenants with the Chargor that on the date of this legal charge it shall deliver to the Chargor a letter addressed to HM Land Registry in the form annexed to this legal charge at Appendix 3 which the Chargor may lodge at HM Land Registry.

10 Powers to the Chargee

10.1 Power to remedy

After the security constituted by this legal charge has become enforceable:

10.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy a material breach by the Chargor of any of its obligations contained in this legal charge that would have the effect of depreciating jeopardising or prejudicing the security held by the Chargee or would materially diminish the value of the Property if the Chargor has failed to remedy such breach within a reasonable period after being notified of the same by the Chargee.

10.1.2 The Chargor irrevocably authorises the Chargee and its agents to do all things that are reasonably necessary or desirable for that purpose.

10.2 Exercise of rights

The rights of the Chargee under clause 10.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this legal charge shall not make the Chargee liable to account as a mortgagee in possession.

10.3 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this legal charge on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Chargee in relation to the Property whether or not it has taken possession of the Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.4 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this legal charge (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

11 When Security becomes enforceable

11.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs which is continuing.

11.2 Discretion

After the security constituted by this legal charge has become enforceable, the Chargee may, in its absolute discretion, by notice in writing to the Chargor 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.

12 Enforcement of Security

12.1 Enforcement powers

12.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall arise on and be exercisable at any time after the security constituted by this legal charge has become enforceable under clause 11.1.

12.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this legal charge.

12.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this legal charge has become enforceable, whether in its own name or in that of the Chargor, to:

12.2.1 grant a lease or agreement for lease;

12.2.2 accept surrenders of leases; or

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

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver acting reasonably thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3 Protection of third parties

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

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

12.3.2 whether any power the Chargee, or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or

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

12.4 Privileges

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

12.5 No liability as mortgagee in possession

Neither the Chargee, nor any Receiver shall be liable to account as mortgagee in possession in respect 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, the Property for which a mortgagee in possession might be liable as such.

12.6 Relinquishing possession

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

12.7 Conclusive discharge to purchasers

The receipt of the Chargee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13 Receivers

13.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Chargee may, following written notice to the Chargor, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Property.

13.2 Removal

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Chargee acting reasonably may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

13.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

13.5 Power of appointment exercisable despite prior appointments

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

13.6 Agent of the Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions,

defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

14 Powers of Receiver

14.1 Confirmation of powers

The rights and powers of any Receivers granted by this clause 14 are subject to the Receiver having been properly appointed under clause 13.

14.2 Powers additional to statutory powers

14.2.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.3 to clause 14.16.

14.2.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

14.2.3 Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Chargor, or himself.

14.3 Repair and develop the Property

A Receiver may 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.

14.4 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

14.5 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

14.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all reasonable costs, charges and expenses incurred by him) that the Chargee acting reasonably may prescribe or agree with him.

14.7 Realise Property

A Receiver may collect and get in the Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.

14.8 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit.

14.9 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings owned by the Chargor from the Property without the consent of the Chargor.

14.10 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Property.

14.11 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient relating to the Property.

14.12 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property that he thinks fit.

14.13 Insure

A Receiver may, if he thinks fit, 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 legal charge.

14.14 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

14.15 Redeem prior Security

A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

14.16 Incidental powers

A Receiver may do any other acts and things:

14.16.1 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this legal charge or law; or

14.16.2 that he lawfully may or can do as agent for the Chargor.

15 Application of Proceeds

15.1 Order of application of proceeds

All monies received by the Chargee, or a Receiver under this deed after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

15.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

15.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and

15.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

15.2 Appropriation

Neither the Chargee, nor any Receiver 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 first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

16 Costs

16.1 Costs

The Chargor shall, within five Business Days of receipt of a written demand, pay to, or reimburse, the Chargee and any Receiver all reasonable costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) reasonably and properly incurred by the Chargee, or any Receiver in connection with:

16.1.1 enforcing (or attempting to do so) any of the Chargee's or a Receiver's rights under this deed; or

16.1.2 taking proceedings for, or recovering, any of the Secured Liabilities.

16.2 Interest

The Chargor shall pay to the Chargee on demand from time to time interest at the Default Rate on the obligation to the Chargee covenanted to be paid by the Chargor under clause 16.1 from

the date fifteen Business Days after the date on which such payment is demanded from the Chargor until the actual date payment is made by the Chargor.

17 Further Assurance

In the event that this charge becomes enforceable, the Chargor shall, at its own expense, prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonably require) in favour of the Chargee as the Chargee requires from time to time over all or any part of the Property and give all notices, orders and directions which the Chargee may reasonably require for facilitating the realisation of its security over the Property.

18 Power of Attorney

18.1 Appointment of attorneys

18.1.1 By way of security and only following an Event of Default that is continuing the Chargor irrevocably appoints the Chargee and every Receiver 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

- (a) the Chargor is required to execute and do under this legal charge; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this deed or by law on the Chargee or any Receiver.

18.1.2 By way of security, the Chargee irrevocably appoints the Chargor to be the attorney of the Chargee and in its name, on its behalf and as its act and deeds, to execute any documents and do any acts on things that the Chargee is required to execute and do under this legal charge.

18.2 Ratification of acts of attorneys

18.2.1 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 18.1.1.

18.2.2 The Chargee 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 18.1.2.

19 Release

19.1 Immediately on receipt by the Chargee of the First Deferred Payment (together with any Default Interest and costs relating to it) (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release that part the Property shaded red on the Plan from the security constituted by this legal charge.

19.2 Immediately on receipt by the Chargee of the Second Deferred Payment (together with any Default Interest and costs relating to it) (but not otherwise) and subject to the First Deferred Payment and any Default Interest and costs relating to it having been paid to the Chargee), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to:

19.2.1 release the whole of the Property from the security constituted by this legal charge; and

19.2.2 remove the restriction registered against the title to the Property pursuant to clause 4.1.

20 Assignment and Transfer

The Chargee shall not assign or transfer or otherwise deal with any or all of their rights and obligations under this legal charge or enter into any transaction which would result in any of those rights or obligations passing to a third party.

21 Amendments, Waivers and Consents

21.1 Amendments

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

21.2 Waivers

21.2.1 A waiver of any right or remedy under this legal charge or by law is only effective if given in writing by the waiving or consenting party 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 party giving it from subsequently relying on the relevant provision.

21.2.2 A failure to exercise or a delay in exercising any right or remedy provided under this legal 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 legal charge. No single or partial exercise of any right or remedy provided under this legal charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this legal charge by the Chargee shall be effective unless it is in writing.

21.3 Consent

Where in this legal charge there is provision for any matter to be the subject of the Chargee's consent or approval such consent shall not be unreasonably withheld or delayed and shall be deemed to be given unless the Chargee has objected to and given full reasons for such objections within 10 Business Days of any request for such consent or approval.

21.4 Rights and remedies

The rights and remedies provided under this legal charge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22 Severance

If any provision (or part of a provision) of this legal charge 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 legal charge.

23 Counterparts

This legal 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.

24 Third Party Rights

Except as expressly provided elsewhere in this legal charge, a person who is not a party to this deed 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 legal charge. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

25 Further Provisions

25.1 No Lien

The Chargee shall not have any lien over the Property by virtue of this legal charge or the Deferred Payment.

25.2 Deed of Easement

25.2.1 In the event that this legal charge becomes enforceable:

- (a) the Chargor and the Chargee shall as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each and every part of the Property;
- (b) the Chargor and the Chargee shall (if necessary) as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each and every part of the Retained Land; and
- (c) on completion of the sale of the Property pursuant to the power of sale conferred on the Chargee pursuant to this legal charge:
 - (i) the Chargor and the Chargee will complete the Deed of Easement agreed pursuant to clause 25.2.1(a) or (if applicable) determined pursuant to clause 28 with easements being granted out of the Retained Land for the benefit of the Property; and

- (ii) the Chargee and the Chargor will complete the Deed of Easement agreed pursuant to clause 25.2.1(b) or (if applicable) determined pursuant to clause 28 (if any) with easements being granted out of the Property for the benefit of the Retained Land.

25.3 Continuing security

The security constituted by 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 Deferred Payment has been paid in full.

25.4 Variation of Property

25.4.1 The Chargor may at any time serve written notice on the Chargee requesting a variation to the extent of the Property and subject to the Chargor paying the Chargee's reasonably incurred legal and valuation fees relating to the request and its implementation (whether or not it is completed) the provisions of clauses 25.4.2 to 25.4.4 (inclusive) shall apply.

25.4.2 The Chargor and the Chargee shall take all reasonable steps to agree the extent of the Substitute Property subject to the Chargee (acting reasonably) being satisfied that its security will not be materially prejudiced and in particular that the Substitute Property provides adequate security for the balance of the Deferred Payment then outstanding.

25.4.3 The parties shall as soon as reasonably practicable following the Substitute Property being agreed and provided that the Chargee has obtained a clear priority search in relation to the Chargor's title to the Substitute Property (and the legal and valuation fees being settled in accordance with clause 25.4.1) enter into a Substitute Legal Charge in respect of such Substitute Property in a form approved by the Chargee (such approval not to be unreasonably withheld or delayed) and discharge this legal charge in respect of the Property.

25.4.4 If the provisions of clauses 25.4.1 to 25.4.3 apply, the Chargee will withdraw the Land Registry restriction referred to in clause 4.1 and replace it with the Land Registry restriction referred to in the Substitute Legal Charge.

26 Notices

26.1 Delivery

Any notice or other communication given to a party under or in connection with this legal charge shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

26.1.3 sent to:

(a) the Chargor at:

Barratt House, Forest Business Park, Cartwright Way, Bardon Hill, Coalville,
Leicestershire LE67 1UF

Attention: Head of Group Legal

And

Barratt Homes Bristol, Barratt House, 710 Waterside Drive, Aztec West,
Almondsbury, Bristol BS32 4UD

Attention: Land and Planning Director

(b) the Chargee at:

Robert Hitchins Limited, The Manor, Boddington, Cheltenham GL51 0TJ

Attention: Land Director

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

26.2 Receipt of Notices

Any notice or other communication that either party gives to the other shall be deemed to have been received:

26.2.1 if delivered by hand, on the Second Business Day after it is left at the relevant address;
and

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the
fourth Business Day after posting.

A notice or other communication given as described in clause 26.2(a) or clause 26.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 No notice by fax or email

A notice or other communication given under or in connection with this legal charge is not valid if sent by fax or email.

27 Governing Law and Jurisdiction

27.1 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.

27.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over 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).

28 Determination of Disputes

28.1 Appointment of Expert

If any dispute or difference shall arise between the parties with regard to any of the provisions of this legal charge then either party may give notice to the other that it requires such dispute or difference to be referred to and to be determined by an independent expert in accordance with the provisions of Clause 28.2 who (if not appointed jointly by agreement between the Chargee and the Chargor within 10 Business Days of either the Chargee or the Chargor requesting an appointment) shall be appointed upon the application of either the Chargor or the Chargee at any time in regard to any matter or thing of a valuation nature arising out of or connected with the subject matter of this legal charge.

28.2 Determination by Expert

The independent expert appointed in accordance with clause 28.1 shall:

- 28.2.1 in respect of any valuation dispute, be a valuer appointed by the President for the time being of the Royal Institute of Chartered Surveyors or his duly appointed Deputy;
- 28.2.2 in respect of any other dispute arising under this legal charge, be an expert of not less than 15 years recent experience in his profession dealing with matters similar to the subject matter of the dispute;
- 28.2.3 act as an expert;
- 28.2.4 consider any written representations made by or on behalf of either the Chargor or the Chargee (each party being entitled to receive a copy of the other's representations and within 5 Business Days to submit counter representations) but otherwise shall have an unfettered discretion;
- 28.2.5 insofar as reasonably practicable determine the matter within 10 Business Days of his appointment and serve written notice of his reasoned determination on the Chargor and the Chargee; and
- 28.2.6 be paid his proper fees and expenses in connection with such determination by the Chargor and Chargee in equal shares or such shares as he shall determine PROVIDED THAT either party may pay the costs of the other party and may recover from that other party such costs and the reasonable and proper costs of making payment of such costs.

And any determination of such independent expert shall be final and binding on the Chargor and the Chargee save in case of manifest error or omission.

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

Schedule 1

Property

Land at Barrow Farm Chippenham Wiltshire shown shaded red and blue on the Plan.

Schedule 2

Permitted Security

None.

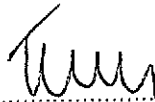
EXECUTED as a DEED by

THESA GREGORY

BDW Trading Limited

by two Attorneys duly appointed by a

Power of Attorney dated 13 October 2023



Attorney ~~THESA GREGORY~~

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS



Attorney ~~DAVID BOND~~

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS



BEN WILLIAMS

Barratt Homes - Bristol Division
Barratt House

710 Waterside Drive

Aztec West

Almondsbury

Bristol BS32 4UD

LAND BUYER



BEN WILLIAMS

Barratt Homes - Bristol Division
Barratt House

710 Waterside Drive

Aztec West

Almondsbury

Bristol BS32 4UD

LAND BUYER

EXECUTED as a DEED by the affixing
of the COMMON SEAL of
Robert Hitchins Limited
in the presence of:

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

Appendix 1
Deed of Easement

Dated

20[]

Deed of Easement

relating to

Land at Barrow Farm Chippenham Wiltshire

between

[Grantor]

and

[Grantee]

This deed is dated

20[]

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: TBA

Grantee's Title Number: TBA *[insert such titles as are required by the Grantee to benefit from this easement]*

Administrative Area: Wiltshire

PARTIES

- (1) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] **OR** [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantor**).
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] **OR** [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**).

BACKGROUND

1. The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
2. The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Easement Conditions: the following:

- (i) all requisite consents from any relevant service authority or competent authority for connection or other works pursuant to the rights shall be obtained by the person exercising the rights before effecting the same
- (ii) any rights of entry on land shall be on reasonable prior notice and at reasonable times except in the case of an emergency
- (iii) the persons exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable to the Grantor's reasonable satisfaction

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: all that land at Barrow Farm Chippenham Wiltshire registered at HM Land Registry under title number *[TBA - insert such titles as are required by the Grantee to benefit from this easement]* and shown edged blue on the Plan *[NB Edge blue on the Plan]*

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: all that land at Barrow Farm Chippenham registered at HM Land Registry under title number *[TBA – insert such titles as will be subject to the rights granted by this easement]* and shown edged red on the Plan *[NB Edge red on the Plan]*

Plan: the plan annexed to this deed *[NB Plan to be coloured as set out above in the definitions of Grantee's Property and Grantor's Property]*.

Rights: the rights set out in Schedule 1.

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 (but excluding shared access areas which are not intended to be made available for public use).

Services: means foul and surface water drainage, water, gas, electricity and telecommunications (including cable television) services

Service Media: means conducting media and facilities for the Services including (but not limited to) pipes sewers drains watercourses ditches ponds culverts channels wires cables and all other transmission media for the Services and pumping stations, electricity sub-stations and gas governors

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

2. Grant

- 2.1 In consideration of the covenant given by the Grantee in clause 4 the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- 2.2.1 subject to any other rights of the Grantor in relation to the Grantor's Property or any adjoining or neighbouring land belonging to the Grantor, whether or not referred to in this deed; and
- 2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title to the Grantor's Property shall at all times observe and perform the Grantor's Covenants (provided that the Grantor shall have no liability for any breach arising after it has parted with all interest in the Grantor's Property).

4. Grantee's covenants

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants (provided that the Grantee shall have no liability for any breach arising after it has parted with all interest in the Grantee's Property).

5. HM Land Registry

- 5.1 The Grantor consents to notice of the Rights being noted against the Grantor's registered title to the Grantor's Property.
- 5.2 On completion of this deed, the Grantee shall:
- 5.2.1 apply to HM Land Registry to note the Rights against the Grantor's registered title.

5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

- 5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights have been properly and correctly entered against the respective titles.

6. Indemnity

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 6.1 the exercise of the Rights;
- 6.2 any breach of any of the Grantee's Covenants;
- 6.3 any breach of the terms of this deed;
- 6.4 by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

7. Joint and several liability

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenants unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 7.4 The Grantee shall not be liable to the Grantor for any failure of the Grantee to comply with the Grantee's Covenants unless and until the Grantor has given the Grantee notice of the facts that give rise to the failure and the Grantee has not remedied the failure within a reasonable time.

8. Third party rights

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

9. Governing law

This deed 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.

10. Jurisdiction

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

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - The Rights

The following rights are granted for the benefit of the Grantee's Property but subject always to the Easement Conditions:

- (a) The right of free running and passage of Services in and through the Service Media now constructed or at any time to be constructed on through or under the Grantor's Property
- (b) The right to lay and construct new Service Media at any time in on through or under the Roadways at the Grantor's Property and in on through or under such other parts of the Grantor's Property as are intended by the Grantor to remain unbuilt upon together with the right to connect into the Service Media now constructed or at any time to be constructed in on through or under the Grantor's Property
- (c) The right to construct a connection from and to connect any road/footpath/cycleway to be laid on the Grantee's Property to the Roadways
- (d) The right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Grantor's Property as is reasonably necessary for the purpose of exercising its right contained in paragraphs (b) and (c) hereof and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media and road/footpath/cycleway connection
- (e) The right to pass and repass at all times and for all purposes to and from the Grantee's Property over the Roadways at the Grantor's Property such passage and repassage to be with or without motor and other vehicles (and in the case of footpaths on foot only)
- (f) In the event that the Grantor has not constructed and/or completed construction of such of the Roadways on the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, constructing, inspecting, repairing and/or maintaining such Roadways to adoptable standards
- (g) In the event that the Grantor has not laid such of the Service Media at the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, laying, connecting into, inspecting, repairing and/or maintaining and renewing any Service Media laid or to be laid under the Grantor's Property

Schedule 2 - Grantee's covenants

The Grantee shall:

1. Statutory requirements

Comply with all laws governing the exercise of the Rights.

2. Damage

Not (save as may be reasonably necessary for the purpose of exercising the rights granted in paragraphs (b) (c) (d) (f) and/or (g) of Schedule 1) cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

Not cause any nuisance, annoyance or unnecessary disturbance to the Grantor or users or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to exercise the Rights in common with the Grantee.

Schedule 3 - Grantor's covenants

The Grantor shall:

1. Nuisance

Not do anything or allow anything to be done on the Grantor's Property that interferes with, or obstructs the exercise of the Rights by the Grantee, (provided that any temporary interference or obstruction caused by the Grantor in undertaking development on the Grantor's Property and/or in laying Roadways and/or Service Media to serve the Grantor's Property and/or adjoining or neighbouring land shall not be a breach of this covenant) and provided further that the Grantor may divert stop up rebuild or alter within the Grantor's Property the route of any Roadways and Service Media (but not the connection points with the Grantee's Property) provided that such alternative routes are not materially less convenient to the Grantee.

2. Infrastructure Agreements

On request by the Grantee insofar as it is able (at the Grantee's cost) within 10 working days of receipt of documentation in a form which complies with this paragraph 2 in its capacity as landowner of the Grantor's Property enter into any Infrastructure Agreements as may reasonably be required to ensure the construction maintenance and (where appropriate) adoption of roads, footpaths, sewers and the provision of utility services including without limitation water, gas, electric, telephone and fibre optic services on the Grantor's Property serving the Grantee's Property subject to being indemnified against all reasonable and proper legal costs and expenses in completing such Infrastructure Agreements and subject to being indemnified against all costs claims demands actions proceedings losses and expenses and liability arising from such agreements and subject to the form of the Infrastructure Agreements being approved by the Grantor (acting reasonably and without delay) in advance insofar as it relates to or affects the Grantors' Property.

Executed as a Deed by)

[])

acting by two directors or by)

one director and its secretary)

.....

Director

.....

Director/Secretary

[ADD ATTESTATION FOR GRANTEE]

Appendix 2

Plan 1 and Plan 2

PLAN 1



Tiny
14

A		COLOUR RED AMENDED	11.10.23	JMH
Mark	Revision	Date	Drawn	Chkd
<p>SCALING NOTE: Do not scale from this drawing. If in doubt, ask.</p> <p>UTLITIES INFO: The position of any existing public or private services, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty is made as to its existence or position. Other such plant or apparatus may also be present but not shown. The Contractor is advised to undertake his own investigation where the presence of any existing services, structures, plant or apparatus may affect his operations.</p>				
Drawing Issue Status				
FOR INFORMATION				
BARROW FARM CHIPPENHAM				
LEGAL CHARGE PLAN				
Date of Issue	Designed	Drawn		
05.10.2023	-	JMH		
A3 Scale	Checked	Approved		
1:2,000	-	-		
Drawing Number	BAR-GEN-016		Revision	A

File Location: s:\technical\001 final investigation sheet\002 - chippenham, barrow farm\autocad\engineering drawing\chippenham-gen-016.dwg

Appendix 3
HM Land Registry Consent

To: HM Land Registry

CONSENT TO REGISTRATION OF EASEMENTS

Charged Property	The freehold property being land at Barrows Farm Chippenham Wiltshire registered with absolute title under the Title Number and charged to Robert Hitchins Limited pursuant to the Legal Charge
Uncharged Property	The freehold property being land at Barrows Farm Chippenham Wiltshire registered with absolute title under the Title Number not charged to Robert Hitchins Limited pursuant to the Legal Charge or previously released from the Legal Charge as a Permitted Disposal
Title Number	<i>[To be allocated but formerly WT265295 and WT263007]</i>
Disposal	Any disposal of the whole or any part of the Uncharged Property
Easements	The rights granted in the Disposal for the benefit of the Disposal over any part of the Charged Property which comprises roads, sewers and service installations or common areas for their ordinary use
Legal Charge	The Legal Charge dated the same date as this consent made between (1) BDW Trading Limited and (2) Robert Hitchins Limited
Permitted Disposal	Means as defined in the Legal Charge
Date	

Robert Hitchins Limited consents to the registration of the Easements.

Signed by

.....
For and on behalf of Robert Hitchins Limited

LEGAL CHARGE

Relating to land at Barrow Farm Chippenham Wiltshire

Dated 14 November 2023

- (1) BDW Trading Limited
- (2) Robert Hitchins Limited

Certified as a true and
faithful copy of the
original
W. Wilson, Solicitor
Signed
17.11.2023
Dated

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THIS DEED is dated

14 November

2023

PARTIES:

- (1) **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF (**Chargor**)
- (2) **ROBERT HITCHINS LIMITED** incorporated and registered in England and Wales with company number 0686734 whose registered office is at The Manor Boddington Cheltenham Gloucestershire GL51 0TJ (**Chargee**).

BACKGROUND

- (A) By a transfer of the Property dated the same date as this legal charge and made between the (1) the Chargee and (2) the Chargor (**Transfer**), the Chargee transferred the Property to the Chargor.
- (B) The Chargor has agreed to pay the Deferred Payment to the Chargee in two equal instalments on the First Deferred Payment Date and the Second Deferred Payment Date.
- (C) This legal charge provides security which the Chargor has agreed to give the Chargee for the Chargor's obligation to pay the Deferred Payment.

AGREED TERMS

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply in this legal charge:

"Affordable Housing"	as defined in the S106 Agreement
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
"Deed of Easement"	a deed of easement substantially in the form annexed to this legal charge at Appendix 1 subject to any amendments agreed between the parties pursuant to clause 25.2 or determined pursuant to clause 28
"Default Rate"	interest at the rate of 2% per annum above the base lending rate of The Bank of England in force from day to day

"Deferred Payment"	the sum of six million seven hundred and fifty thousand pounds (£6,750,000)
"Environment"	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media
"Environmental Law"	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment
"Environmental Licence"	any authorisation, permit or licence necessary under Environmental Law in respect of the Property
"Event of Default"	<p>(a) the Chargor fails to pay the First Deferred Payment or the Second Deferred Payment on or before the First Deferred Payment Date or the Second Deferred Payment Date respectively unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Business Days of the First Deferred Payment Date or the Second Deferred Payment Date (as applicable); or</p> <p>(b) the Chargor suffers an Insolvency Event</p>
"First Deferred Payment"	the sum of three million three hundred and seventy five thousand pounds (£3,375,000)
"First Deferred Payment Date"	the first anniversary of the date of this legal charge or such earlier date as the Chargor may determine in its absolute discretion
"Infrastructure Agreements"	any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise relating to the Property or any part of it and/or any agreement (including wayleaves) or deed with regard to the development of or the provision of access or services to the Property or any part of it
"Insolvency Event"	<p>the occurrence of any of the following:-</p> <p>(a) a winding up order is made against the Chargor;</p> <p>(b) an administrator or receiver is appointed in respect of the Chargor</p>

- (c) voluntary winding up of the Chargor is commenced except a winding up for the purpose of amalgamation or reconstruction of a solvent company.
- (d) the Chargor is struck off from the Register of Companies
- (e) the Chargor otherwise ceases to exist

"Insurance Policy

each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property

"LPA 1925"

the Law of Property Act 1925

"Permitted Disposals"

any one or more of the following as applicable:

- (a) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) of any part or parts of the Property upon which electricity substation, gas governor or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements;
- (b) the grant or entry into of any easement, wayleave, covenant, or other agreement or encumbrance over or affecting the Property which is reasonably required in connection with the development permitted by the Planning Permission;
- (c) any licence to carry out works in connection with the development permitted by the Planning Permission on the Property which does not carry the right to occupy;
- (d) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) or grant of easement or wayleave to a service provider or to the local authority or to the highway authority or other public bodies pursuant to an obligation in an Infrastructure Agreement required in connection with the development permitted by the Planning Permission;
- (e) any disposal (whether by way of transfer of the freehold, the grant of a lease or otherwise) of any part of the Property for open space in compliance with obligations contained in an Infrastructure Agreement;
- (f) the grant of any easements constructed over the Property for the benefit of any dwelling constructed outside of the Property pursuant to the Planning Permission;
- (g) any disposal (whether by way of transfer of the freehold the grant of a lease or otherwise) of any common parts or other amenity land to a residents management

	company or company set up for the purpose of managing such property;
	(h) any agreement for any of the disposals referred to in paragraphs (a) – (g) of this definition and/or any agreement for any disposal of Affordable Housing (including without limitation the land on which any Affordable Housing dwelling is intended to be constructed or is in the course of construction).
"Permitted Security"	one or more of the following: <ul style="list-style-type: none"> (a) floating charge taken over the Chargor's assets or class of assets from time to time as security for borrowing or other indebtedness or (b) any bonds or other forms of security that are required in order to secure any obligations in respect of any Infrastructure Agreement or any other similar agreement that is required in order to carry out development of the Property pursuant to the Planning Permission or (c) the Security listed in Schedule 2 (if any)
"Plan 1"	the plan attached to this legal charge at Appendix 2 and marked "Plan 1"
"Plan 2"	the plan attached to this legal charge at Appendix 2 and marked "Plan 2"
"Planning Permission"	planning permission granted by the Secretary of State on appeal under reference APP/Y3940/W/22/3309170, dated 5 May 2023 for residential development (up to 230 dwellings), a local centre (comprising commercial business and service uses (Use Class E), drinking establishment and hot food takeaway (Sui Generis) with a GIA limit of 675 sqm of which no more than 200 sqm (GIA) shall be used for retail (Class E(a)) drinking establishment and hot food takeaway (Sui Generis)), associated works and infrastructure, ancillary facilities, open space, landscaping with vehicular access from the B4069 and any variation or substitution of the same
"Property"	the freehold property owned by the Chargor described in Schedule 1 but excluding any part of the Property that has been released from this charge as a Permitted Disposal

"Purchase Contract"	the contract dated on or around the date of this legal charge and made between (1) the Chargee and (2) the Chargor for the sale and purchase of the Property together with other land
"Receiver"	a receiver or a receiver and manager of any or all of the Property
"Relevant Authorities"	the local county highway and planning authorities (including, where applicable, National Highways) gas water electricity cable television and telecommunications companies and any other authority company utility body corporation or organisation (including a management company set up for the purpose) concerned with the grant of planning permission the control of development the adoption of roads and drainage systems and maintenance of open space and ponds or the provision of utility services (including telecoms masts or aerials) and "Relevant Authority" means any one of them as the context may admit
"Retained Land"	that part of the land comprised within title numbers WT265295 and WT263007 (but excluding the Property) shown for the purposes of identification only edged red on Plan 2 which is owned by the Chargor on the date of completion of a Deed of Easement
"S106 Agreement"	an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 5 April 2023 made between (1) Wiltshire Council and (2) the Chargee
"Second Deferred Payment"	the sum of three million three hundred and seventy five thousand pounds (£3,375,000)
"Second Deferred Payment Date"	the second anniversary of the date of this legal charge or such earlier date as the Chargor may determine in its absolute discretion
"Secured Liabilities"	the Deferred Payment together with default interest (if any) arising under clause 2.2 and costs arising under clause 16.1 (if any) provided always the secured liabilities shall not in total exceed the sum of six million nine hundred thousand pounds (£6,900,000)
"Security"	any mortgage, legal charge, pledge or lien, over the Property
"Substitute Property"	the freehold property approved by the Chargee pursuant to clause 25.4.2

"Substitute Charge"	Legal	a legal charge substantially in the same form as this legal charge in form and substance satisfactory to the Chargee (acting reasonably) executed by the Chargor in favour of the Chargee containing a charge by way of first ranking legal mortgage over the Substitute Property
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"VAT"	value added tax
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1.2 Interpretation

In this legal charge:

- 1.2.1 clause and Schedule headings shall not affect the interpretation of this legal charge;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** does not include fax or email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this legal charge;

- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines or determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.2.18 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; and
- 1.2.19 where the First Deferred Payment Date or Second Deferred Payment Date falls on a non-Business Day, the First Deferred Payment or the Second Deferred Payment (as applicable) shall be payable on the next Business Day immediately following the First Deferred Payment Date or the Second Deferred Payment Date respectively;

1.3 Nature of security over real property

A reference in this legal charge to a charge of or over the Property includes:

- 1.3.1 all buildings and fixtures and fittings/situated on or form part of the Property at any time; and
- 1.3.2 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property

1.4 Perpetuity period

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

1.5 Schedules

The Schedules form part of this legal charge and shall have effect as if set out in full in the body of this legal charge. Any reference to this legal charge includes the Schedules.

2 Covenant to pay

2.1 Deferred Payment

2.1.1 The Chargor shall pay to the Chargee the First Deferred Payment on or before the First Deferred Payment Date.

2.1.2 The Chargor shall pay to the Chargee the Second Deferred Payment on or before the Second Deferred Payment Date.

2.2 Interest

In the event that the Chargor shall fail to pay the First Deferred Payment on the First Deferred Payment Date or the Second Deferred Payment on the Second Deferred Payment Date, the Chargor shall pay interest at the Default Rate on the amount unpaid from the date two Business Days after the First Deferred Payment Date or the Second Deferred Payment Date (as applicable) until the date of actual payment of the relevant payment.

3 Grant of Security

3.1 Legal Charge and fixed charges

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

4 Perfection of Security

4.1 Registration of Legal Charge at the Land Registry

The Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property (and the plan referred to in the restriction shall be Plan 1):

"No disposition of the part of the registered estate shaded red and blue on the attached plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [14 November] 2023 in favour of Robert Hitchins Limited referred to in the charges register or their conveyancer "

5 Liability of the Chargor

5.1 Liability not discharged

The Chargor's liability under this legal charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by the Chargee concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person.

5.2 Immediate recourse

The Chargor waives any right it may have to require the Chargee 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.

6 Representation and Warranties

6.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 6 to the Chargee on the date of this deed.

6.2 Ownership of Charged Property

The Chargor is the sole legal and beneficial owner of the Property and has good and marketable title to the Property.

6.3 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.

6.4 No breaches

The entry into of this legal charge by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

6.5 Avoidance of security

No Security expressed to be created under this legal charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

6.6 Enforceable security

This legal 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 all and every part of the Property in accordance with its terms.

7 General Covenants

7.1 Negative pledge and disposal restrictions

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

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

7.1.2 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 other than pursuant to any Permitted Disposal; or

7.1.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party other than pursuant to any Permitted Disposal.

7.2 Preservation of Charged Property

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 the Property or the effectiveness of the security created by this deed PROVIDED ALWAYS that the development of the Property pursuant to the Planning Permission shall not amount to a breach of this obligation which for the avoidance of doubt shall include but not be limited to the provision and use of a developers site compound on the Property.

7.3 Compliance with laws and regulations

7.3.1 The Chargor shall not, without the Chargee's prior written consent, use or permit the Property to be used in any way contrary to law.

7.3.2 The Chargor shall in so far as consistent with the Chargor's proposed development of the Property pursuant to the Planning Permission:

- (a) comply with the requirements of any law or regulation relating to or affecting the Property or the use of it or any part of it;
- (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 its proposed use or that are necessary to preserve, maintain or renew any Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation.

7.4 Enforcement of rights

The Chargor shall use its reasonable endeavours, to the extent necessary for the development of the Property pursuant to the Planning Permission to:

7.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Property of the material covenants and other material obligations imposed on such counterparty; and

7.4.2 enforce any material rights and institute, continue or defend any material proceedings relating to the Property that the Chargee may reasonably require from time to time

Provided always that the Chargor shall be entitled to waive or release or vary any such covenants, stipulations and conditions if the value of the land and buildings which remain as security under this legal charge shall not be reduced to a sum equal to or less than such amount as shall be considered by the Chargor's surveyor (acting reasonably) to be adequate from time to time to secure properly the Secured Liabilities.

7.5 Chargor's waiver of set-off

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

8 Property Covenants

8.1 No alterations

The Chargor shall not, without the prior written consent of the Chargee:

8.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

8.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings

Provided always that development of the Property pursuant to the Planning Permission shall not amount to a breach of this obligation.

8.2 Insurance

8.2.1 The Chargor shall insure and keep insured the Property against such risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and

8.2.2 The Chargor shall, if requested by the Chargee, produce to the Chargee a broker's letter confirming details of each Insurance Policy obtained by the Chargor pursuant to clause 8.2.1.

8.3 Insurance premiums

The Chargor shall promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect.

8.4 No invalidation of insurance

The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

8.5 Leases and licences affecting the Property

Save for Permitted Disposals, the Chargor shall not, without the prior written consent of the Chargee

8.5.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

8.5.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property;

8.5.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

8.5.4 grant any consent or licence under any lease or licence affecting the Property.

PROVIDED THAT the provision and use of a developers site compound on the Property shall not be in breach of the provisions of this clause 8.5 and is hereby consented to by the Chargee

8.6 No restrictive obligations

Subject to the Permitted Disposals, 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 which in all cases would have a material adverse effect on the value of the Property.

8.7 Proprietary rights

Subject to the Permitted Disposals, the Chargor shall use reasonable endeavours to procure that no person shall become entitled to any proprietary or other like right or interest over the whole or any part of the Property which would have a material adverse effect on the value of the Property, without the prior written consent of the Chargee.

8.8 Compliance with and enforcement of covenants

The Chargor shall, insofar as consistent with the Chargor's proposed development of the Property pursuant to the Planning Permission:

8.8.1 observe and perform all material 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

8.8.2 diligently enforce all material covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

PROVIDED ALWAYS that the Chargor shall be entitled to waive or release or vary any such covenants, stipulations and conditions if the value of the land and buildings which remain as security under this legal charge shall not be reduced to a sum equal to or less than such amount as shall be considered by the Chargor's surveyor (acting reasonably) to be adequate from time to time to secure properly the Secured Liabilities.

8.9 Notices or claims relating to the Property

8.9.1 The Chargor shall:

(a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority ("**Notice**") that specifically applies to the Property, within seven days after becoming aware of the relevant Notice; and

(b) (if the Chargee so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or

join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee acting reasonably thinks fit provided that such action does not adversely affect development of the Property pursuant to the Planning Permission.

8.9.2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

8.10 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 upon the Property or on its occupier.

9 Chargee Covenants

9.1 Infrastructure Agreements

The Chargee covenants with the Chargor that if reasonably requested by the Chargor the Chargee will within 10 Business Days of the date of the Chargor's request

9.1.1 enter into any Infrastructure Agreement in order to consent to and acknowledge its terms provided that no liability or other obligations of any nature shall thereby be placed on the Chargee under such Infrastructure Agreement: and

9.1.2 provide such written consent as is required under the terms of the Land Registry restriction referred to in clause 4.1 so as to enable the Infrastructure Agreement to be registered against the title to the Property.

9.2 Permitted Disposals

The Chargee covenants with the Chargor that whenever requested by the Chargor the Chargee will within 10 Business Days of the date of the Chargor's request execute and deliver to the Chargor an appropriate consent and/or where necessary a release (being an executed Land Registry Form DS3 and/or RX4 or such other form or method which may be required from time to time pursuant to the appropriate Land Registry Rules then applying) in respect of any Permitted Disposal.

9.3 Land Registry Consent to Easements

The Chargee covenants with the Chargor that on the date of this legal charge it shall deliver to the Chargor a letter addressed to HM Land Registry in the form annexed to this legal charge at Appendix 3 which the Chargor may lodge at HM Land Registry.

10 Powers to the Chargee

10.1 Power to remedy

After the security constituted by this legal charge has become enforceable:

10.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy a material breach by the Chargor of any of its obligations contained in this legal charge that would have the effect of depreciating jeopardising or prejudicing the security held by the Chargee or would materially diminish the value of the Property if the Chargor has failed to remedy such breach within a reasonable period after being notified of the same by the Chargee.

10.1.2 The Chargor irrevocably authorises the Chargee and its agents to do all things that are reasonably necessary or desirable for that purpose.

10.2 Exercise of rights

The rights of the Chargee under clause 10.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this legal charge shall not make the Chargee liable to account as a mortgagee in possession.

10.3 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this legal charge on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Chargee in relation to the Property whether or not it has taken possession of the Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.4 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this legal charge (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

11 When Security becomes enforceable

11.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs which is continuing.

11.2 Discretion

After the security constituted by this legal charge has become enforceable, the Chargee may, in its absolute discretion, by notice in writing to the Chargor 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.

12 Enforcement of Security

12.1 Enforcement powers

12.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall arise on and be exercisable at any time after the security constituted by this legal charge has become enforceable under clause 11.1.

12.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this legal charge.

12.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this legal charge has become enforceable, whether in its own name or in that of the Chargor, to:

12.2.1 grant a lease or agreement for lease;

12.2.2 accept surrenders of leases; or

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

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver acting reasonably thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3 Protection of third parties

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

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

12.3.2 whether any power the Chargee, or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or

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

12.4 Privileges

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

12.5 No liability as mortgagee in possession

Neither the Chargee, nor any Receiver shall be liable to account as mortgagee in possession in respect 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, the Property for which a mortgagee in possession might be liable as such.

12.6 Relinquishing possession

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

12.7 Conclusive discharge to purchasers

The receipt of the Chargee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13 Receivers

13.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Chargee may, following written notice to the Chargor, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Property.

13.2 Removal

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Chargee acting reasonably may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

13.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

13.5 Power of appointment exercisable despite prior appointments

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

13.6 Agent of the Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions,

defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

14 Powers of Receiver

14.1 Confirmation of powers

The rights and powers of any Receivers granted by this clause 14 are subject to the Receiver having been properly appointed under clause 13.

14.2 Powers additional to statutory powers

14.2.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.3 to clause 14.16.

14.2.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

14.2.3 Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Chargor, or himself.

14.3 Repair and develop the Property

A Receiver may 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.

14.4 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

14.5 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

14.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all reasonable costs, charges and expenses incurred by him) that the Chargee acting reasonably may prescribe or agree with him.

14.7 Realise Property

A Receiver may collect and get in the Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.

14.8 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit.

14.9 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings owned by the Chargor from the Property without the consent of the Chargor.

14.10 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Property.

14.11 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient relating to the Property.

14.12 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property that he thinks fit.

14.13 Insure

A Receiver may, if he thinks fit, 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 legal charge.

14.14 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

14.15 Redeem prior Security

A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

14.16 Incidental powers

A Receiver may do any other acts and things:

14.16.1 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this legal charge or law; or

14.16.2 that he lawfully may or can do as agent for the Chargor.

15 Application of Proceeds

15.1 Order of application of proceeds

All monies received by the Chargee, or a Receiver under this deed after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

15.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

15.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and

15.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

15.2 Appropriation

Neither the Chargee, nor any Receiver 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 first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

16 Costs

16.1 Costs

The Chargor shall, within five Business Days of receipt of a written demand, pay to, or reimburse, the Chargee and any Receiver all reasonable costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) reasonably and properly incurred by the Chargee, or any Receiver in connection with:

16.1.1 enforcing (or attempting to do so) any of the Chargee's or a Receiver's rights under this deed; or

16.1.2 taking proceedings for, or recovering, any of the Secured Liabilities.

16.2 Interest

The Chargor shall pay to the Chargee on demand from time to time interest at the Default Rate on the obligation to the Chargee covenanted to be paid by the Chargor under clause 16.1 from

the date fifteen Business Days after the date on which such payment is demanded from the Chargor until the actual date payment is made by the Chargor.

17 Further Assurance

In the event that this charge becomes enforceable, the Chargor shall, at its own expense, prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonably require) in favour of the Chargee as the Chargee requires from time to time over all or any part of the Property and give all notices, orders and directions which the Chargee may reasonably require for facilitating the realisation of its security over the Property.

18 Power of Attorney

18.1 Appointment of attorneys

18.1.1 By way of security and only following an Event of Default that is continuing the Chargor irrevocably appoints the Chargee and every Receiver 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

- (a) the Chargor is required to execute and do under this legal charge; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this deed or by law on the Chargee or any Receiver.

18.1.2 By way of security, the Chargee irrevocably appoints the Chargor to be the attorney of the Chargee and in its name, on its behalf and as its act and deeds, to execute any documents and do any acts on things that the Chargee is required to execute and do under this legal charge.

18.2 Ratification of acts of attorneys

18.2.1 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 18.1.1.

18.2.2 The Chargee 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 18.1.2.

19 Release

19.1 Immediately on receipt by the Chargee of the First Deferred Payment (together with any Default Interest and costs relating to it) (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release that part the Property shaded red on the Plan from the security constituted by this legal charge.

19.2 Immediately on receipt by the Chargee of the Second Deferred Payment (together with any Default Interest and costs relating to it) (but not otherwise) and subject to the First Deferred Payment and any Default Interest and costs relating to it having been paid to the Chargee), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to:

19.2.1 release the whole of the Property from the security constituted by this legal charge; and

19.2.2 remove the restriction registered against the title to the Property pursuant to clause 4.1.

20 Assignment and Transfer

The Chargee shall not assign or transfer or otherwise deal with any or all of their rights and obligations under this legal charge or enter into any transaction which would result in any of those rights or obligations passing to a third party.

21 Amendments, Waivers and Consents

21.1 Amendments

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

21.2 Waivers

21.2.1 A waiver of any right or remedy under this legal charge or by law is only effective if given in writing by the waiving or consenting party 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 party giving it from subsequently relying on the relevant provision.

21.2.2 A failure to exercise or a delay in exercising any right or remedy provided under this legal 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 legal charge. No single or partial exercise of any right or remedy provided under this legal charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this legal charge by the Chargee shall be effective unless it is in writing.

21.3 Consent

Where in this legal charge there is provision for any matter to be the subject of the Chargee's consent or approval such consent shall not be unreasonably withheld or delayed and shall be deemed to be given unless the Chargee has objected to and given full reasons for such objections within 10 Business Days of any request for such consent or approval.

21.4 Rights and remedies

The rights and remedies provided under this legal charge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22 Severance

If any provision (or part of a provision) of this legal charge 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 legal charge.

23 Counterparts

This legal 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.

24 Third Party Rights

Except as expressly provided elsewhere in this legal charge, a person who is not a party to this deed 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 legal charge. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

25 Further Provisions

25.1 No Lien

The Chargee shall not have any lien over the Property by virtue of this legal charge or the Deferred Payment.

25.2 Deed of Easement

25.2.1 In the event that this legal charge becomes enforceable:

- (a) the Chargor and the Chargee shall as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each and every part of the Property;
- (b) the Chargor and the Chargee shall (if necessary) as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each and every part of the Retained Land; and
- (c) on completion of the sale of the Property pursuant to the power of sale conferred on the Chargee pursuant to this legal charge:
 - (i) the Chargor and the Chargee will complete the Deed of Easement agreed pursuant to clause 25.2.1(a) or (if applicable) determined pursuant to clause 28 with easements being granted out of the Retained Land for the benefit of the Property; and

- (ii) the Chargee and the Chargor will complete the Deed of Easement agreed pursuant to clause 25.2.1(b) or (if applicable) determined pursuant to clause 28 (if any) with easements being granted out of the Property for the benefit of the Retained Land.

25.3 Continuing security

The security constituted by 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 Deferred Payment has been paid in full.

25.4 Variation of Property

25.4.1 The Chargor may at any time serve written notice on the Chargee requesting a variation to the extent of the Property and subject to the Chargor paying the Chargee's reasonably incurred legal and valuation fees relating to the request and its implementation (whether or not it is completed) the provisions of clauses 25.4.2 to 25.4.4 (inclusive) shall apply.

25.4.2 The Chargor and the Chargee shall take all reasonable steps to agree the extent of the Substitute Property subject to the Chargee (acting reasonably) being satisfied that its security will not be materially prejudiced and in particular that the Substitute Property provides adequate security for the balance of the Deferred Payment then outstanding.

25.4.3 The parties shall as soon as reasonably practicable following the Substitute Property being agreed and provided that the Chargee has obtained a clear priority search in relation to the Chargor's title to the Substitute Property (and the legal and valuation fees being settled in accordance with clause 25.4.1) enter into a Substitute Legal Charge in respect of such Substitute Property in a form approved by the Chargee (such approval not to be unreasonably withheld or delayed) and discharge this legal charge in respect of the Property.

25.4.4 If the provisions of clauses 25.4.1 to 25.4.3 apply, the Chargee will withdraw the Land Registry restriction referred to in clause 4.1 and replace it with the Land Registry restriction referred to in the Substitute Legal Charge.

26 Notices

26.1 Delivery

Any notice or other communication given to a party under or in connection with this legal charge shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

26.1.3 sent to:

(a) the Chargor at:

Barratt House, Forest Business Park, Cartwright Way, Bardon Hill, Coalville,
Leicestershire LE67 1UF

Attention: Head of Group Legal

And

Barratt Homes Bristol, Barratt House, 710 Waterside Drive, Aztec West,
Almondsbury, Bristol BS32 4UD

Attention: Land and Planning Director

(b) the Chargee at:

Robert Hitchins Limited, The Manor, Boddington, Cheltenham GL51 0TJ

Attention: Land Director

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

26.2 Receipt of Notices

Any notice or other communication that either party gives to the other shall be deemed to have been received:

26.2.1 if delivered by hand, on the Second Business Day after it is left at the relevant address;
and

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the fourth Business Day after posting.

A notice or other communication given as described in clause 26.2(a) or clause 26.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 No notice by fax or email

A notice or other communication given under or in connection with this legal charge is not valid if sent by fax or email.

27 Governing Law and Jurisdiction

27.1 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.

27.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over 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).

28 Determination of Disputes

28.1 Appointment of Expert

If any dispute or difference shall arise between the parties with regard to any of the provisions of this legal charge then either party may give notice to the other that it requires such dispute or difference to be referred to and to be determined by an independent expert in accordance with the provisions of Clause 28.2 who (if not appointed jointly by agreement between the Chargee and the Chargor within 10 Business Days of either the Chargee or the Chargor requesting an appointment) shall be appointed upon the application of either the Chargor or the Chargee at any time in regard to any matter or thing of a valuation nature arising out of or connected with the subject matter of this legal charge.

28.2 Determination by Expert

The independent expert appointed in accordance with clause 28.1 shall:

- 28.2.1 in respect of any valuation dispute, be a valuer appointed by the President for the time being of the Royal Institute of Chartered Surveyors or his duly appointed Deputy;
- 28.2.2 in respect of any other dispute arising under this legal charge, be an expert of not less than 15 years recent experience in his profession dealing with matters similar to the subject matter of the dispute;
- 28.2.3 act as an expert;
- 28.2.4 consider any written representations made by or on behalf of either the Chargor or the Chargee (each party being entitled to receive a copy of the other's representations and within 5 Business Days to submit counter representations) but otherwise shall have an unfettered discretion;
- 28.2.5 insofar as reasonably practicable determine the matter within 10 Business Days of his appointment and serve written notice of his reasoned determination on the Chargor and the Chargee; and
- 28.2.6 be paid his proper fees and expenses in connection with such determination by the Chargor and Chargee in equal shares or such shares as he shall determine PROVIDED THAT either party may pay the costs of the other party and may recover from that other party such costs and the reasonable and proper costs of making payment of such costs.

And any determination of such independent expert shall be final and binding on the Chargor and the Chargee save in case of manifest error or omission.

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

Schedule 1

Property

Land at Barrow Farm Chippenham Wiltshire shown shaded red and blue on the Plan.

Schedule 2

Permitted Security

None.

EXECUTED as a DEED by

BDW Trading Limited

by two Attorneys duly appointed by a

Power of Attorney dated []:

.....
Attorney

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION OF WITNESS

.....
Attorney

SIGNATURE OF WITNESS

NAME

ADDRESS

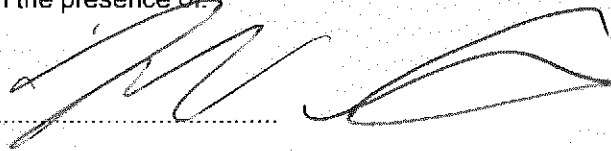
OCCUPATION OF WITNESS

EXECUTED as a DEED by the affixing

of the COMMON SEAL of

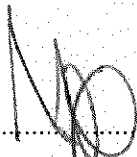
Robert Hitchins Limited

in the presence of:



[SIGNATURE OF FIRST DIRECTOR]

Director



[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

Appendix 1
Deed of Easement

Dated

20[]

Deed of Easement

relating to

Land at Barrow Farm Chippenham Wiltshire

between

[Grantor]

and

[Grantee]

This deed is dated

20[]

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: TBA

Grantee's Title Number: TBA *[insert such titles as are required by the Grantee to benefit from this easement]*

Administrative Area: Wiltshire

PARTIES

- (1) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantor**).
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**).

BACKGROUND

1. The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
2. The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Easement Conditions: the following:

- (i) all requisite consents from any relevant service authority or competent authority for connection or other works pursuant to the rights shall be obtained by the person exercising the rights before effecting the same
- (ii) any rights of entry on land shall be on reasonable prior notice and at reasonable times except in the case of an emergency
- (iii) the persons exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable to the Grantor's reasonable satisfaction

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: all that land at Barrow Farm Chippenham Wiltshire registered at HM Land Registry under title number *[TBA - insert such titles as are required by the Grantee to benefit from this easement]* and shown edged blue on the Plan *[NB Edge blue on the Plan]*

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: all that land at Barrow Farm Chippenham registered at HM Land Registry under title number *[TBA – insert such titles as will be subject to the rights granted by this easement]* and shown edged red on the Plan *[NB Edge red on the Plan]*

Plan: the plan annexed to this deed *[NB Plan to be coloured as set out above in the definitions of Grantee's Property and Grantor's Property]*.

Rights: the rights set out in Schedule 1.

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 (but excluding shared access areas which are not intended to be made available for public use).

Services: means foul and surface water drainage, water, gas, electricity and telecommunications (including cable television) services

Service Media: means conducting media and facilities for the Services including (but not limited to) pipes sewers drains watercourses ditches ponds culverts channels wires cables and all other transmission media for the Services and pumping stations, electricity sub-stations and gas governors

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

2. Grant

- 2.1 In consideration of the covenant given by the Grantee in clause 4 the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- 2.2.1 subject to any other rights of the Grantor in relation to the Grantor's Property or any adjoining or neighbouring land belonging to the Grantor, whether or not referred to in this deed; and
- 2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title to the Grantor's Property shall at all times observe and perform the Grantor's Covenants (provided that the Grantor shall have no liability for any breach arising after it has parted with all interest in the Grantor's Property).

4. Grantee's covenants

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants (provided that the Grantee shall have no liability for any breach arising after it has parted with all interest in the Grantee's Property).

5. HM Land Registry

- 5.1 The Grantor consents to notice of the Rights being noted against the Grantor's registered title to the Grantor's Property.
- 5.2 On completion of this deed, the Grantee shall:
- 5.2.1 apply to HM Land Registry to note the Rights against the Grantor's registered title.

5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights have been properly and correctly entered against the respective titles.

6. Indemnity

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 6.1 the exercise of the Rights;
- 6.2 any breach of any of the Grantee's Covenants;
- 6.3 any breach of the terms of this deed;
- 6.4 by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

7. Joint and several liability

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenants unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 7.4 The Grantee shall not be liable to the Grantor for any failure of the Grantee to comply with the Grantee's Covenants unless and until the Grantor has given the Grantee notice of the facts that give rise to the failure and the Grantee has not remedied the failure within a reasonable time.

8. Third party rights

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

9. Governing law

This deed 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.

10. Jurisdiction

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

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - The Rights

The following rights are granted for the benefit of the Grantee's Property but subject always to the Easement Conditions:

- (a) The right of free running and passage of Services in and through the Service Media now constructed or at any time to be constructed on through or under the Grantor's Property
- (b) The right to lay and construct new Service Media at any time in on through or under the Roadways at the Grantor's Property and in on through or under such other parts of the Grantor's Property as are intended by the Grantor to remain unbuilt upon together with the right to connect into the Service Media now constructed or at any time to be constructed in on through or under the Grantor's Property
- (c) The right to construct a connection from and to connect any road/footpath/cycleway to be laid on the Grantee's Property to the Roadways
- (d) The right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Grantor's Property as is reasonably necessary for the purpose of exercising its right contained in paragraphs (b) and (c) hereof and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media and road/footpath/cycleway connection
- (e) The right to pass and repass at all times and for all purposes to and from the Grantee's Property over the Roadways at the Grantor's Property such passage and repassage to be with or without motor and other vehicles (and in the case of footpaths on foot only)
- (f) In the event that the Grantor has not constructed and/or completed construction of such of the Roadways on the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, constructing, inspecting, repairing and/or maintaining such Roadways to adoptable standards
- (g) In the event that the Grantor has not laid such of the Service Media at the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, laying, connecting into, inspecting, repairing and/or maintaining and renewing any Service Media laid or to be laid under the Grantor's Property

Schedule 2 - Grantee's covenants

The Grantee shall:

1. Statutory requirements

Comply with all laws governing the exercise of the Rights.

2. Damage

Not (save as may be reasonably necessary for the purpose of exercising the rights granted in paragraphs (b) (c) (d) (f) and/or (g) of Schedule 1) cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

Not cause any nuisance, annoyance or unnecessary disturbance to the Grantor or users or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to exercise the Rights in common with the Grantee.

Schedule 3 - Grantor's covenants

The Grantor shall:

1. Nuisance

Not do anything or allow anything to be done on the Grantor's Property that interferes with, or obstructs the exercise of the Rights by the Grantee, (provided that any temporary interference or obstruction caused by the Grantor in undertaking development on the Grantor's Property and/or in laying Roadways and/or Service Media to serve the Grantor's Property and/or adjoining or neighbouring land shall not be a breach of this covenant) and provided further that the Grantor may divert stop up rebuild or alter within the Grantor's Property the route of any Roadways and Service Media (but not the connection points with the Grantee's Property) provided that such alternative routes are not materially less convenient to the Grantee.

2. Infrastructure Agreements

On request by the Grantee insofar as it is able (at the Grantee's cost) within 10 working days of receipt of documentation in a form which complies with this paragraph 2 in its capacity as landowner of the Grantor's Property enter into any Infrastructure Agreements as may reasonably be required to ensure the construction maintenance and (where appropriate) adoption of roads, footpaths, sewers and the provision of utility services including without limitation water, gas, electric, telephone and fibre optic services on the Grantor's Property serving the Grantee's Property subject to being indemnified against all reasonable and proper legal costs and expenses in completing such Infrastructure Agreements and subject to being indemnified against all costs claims demands actions proceedings losses and expenses and liability arising from such agreements and subject to the form of the Infrastructure Agreements being approved by the Grantor (acting reasonably and without delay) in advance insofar as it relates to or affects the Grantors' Property.

Executed as a Deed by)

[])

acting by two directors or by)

one director and its secretary)

.....
Director

.....
Director/Secretary

[ADD ATTESTATION FOR GRANTEE]

Appendix 2
Plan 1 and Plan 2

A	COLOR RED AMENDED	11.10.23	JMH		
Mkt	Revision	Date	Drawn	Chkd	App

USLITES NOTE: The editor needs from this drawing. If in doubt, ask.

USLITES NOTE: The position of any coding public or private system. Using service, plant or apparatus show on this drawing is directed to be correct, but no mention to this is represented or implied. Other use plant or apparatus may also be present but not shown. The Contributor is directed to indicate the location of any coding system, service, plant or apparatus may affect the operation.


Drawing Issue Status

FOR INFORMATION

BARROW FARM
CHIPPENHAM

LEGAL CHARGE PLAN

Unit of Measure	Designation	Unit
06.10.2023		JHM
AI Scale	Checked	Approved
12.000	-	
Drawing Number	Revision	
BAR-GEN-016	A	



BAR RATT
HOMES



Appendix 3
HM Land Registry Consent

To: HM Land Registry

CONSENT TO REGISTRATION OF EASEMENTS

Charged Property	The freehold property being land at Barrows Farm Chippenham Wiltshire registered with absolute title under the Title Number and charged to Robert Hitchins Limited pursuant to the Legal Charge
Uncharged Property	The freehold property being land at Barrows Farm Chippenham Wiltshire registered with absolute title under the Title Number not charged to Robert Hitchins Limited pursuant to the Legal Charge or previously released from the Legal Charge as a Permitted Disposal
Title Number	<i>[To be allocated but formerly WT265295 and WT263007]</i>
Disposal	Any disposal of the whole or any part of the Uncharged Property
Easements	The rights granted in the Disposal for the benefit of the Disposal over any part of the Charged Property which comprises roads, sewers and service installations or common areas for their ordinary use
Legal Charge	The Legal Charge dated the same date as this consent made between (1) BDW Trading Limited and (2) Robert Hitchins Limited
Permitted Disposal	Means as defined in the Legal Charge
Date	

Robert Hitchins Limited consents to the registration of the Easements.

Signed by

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For and on behalf of Robert Hitchins Limited