



**Registration of a Charge**

Company name: **CRAYFERN SUNLEY (SLINFOLD) LIMITED**

Company number: **12376099**



X9I6GA1P

Received for Electronic Filing: **19/11/2020**

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**Details of Charge**

Date of creation: **05/11/2020**

Charge code: **1237 6099 0002**

Persons entitled: **SUNLEY ESTATES LIMITED**

Brief description: **THE LAND AT SPRING LANE, SLINFOLD, HORSHAM BEING ALL OF THE LAND REGISTERED AT LAND REGISTRY WITH FREEHOLD TITLE ABSOLUTE UNDER TITLE NO WSX255200**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **DMH STALLARD LLP**



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

Company number: 12376099

Charge code: 1237 6099 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2020 and created by CRAYFERN SUNLEY (SLINFOLD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2020 .

Given at Companies House, Cardiff on 20th November 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**DATED** 5th November 2020

- (1) CRAYFERN SUNLEY (SLINFOLD) LIMITED
- (2) SUNLEY ESTATES LIMITED

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**LEGAL CHARGE (OF WHOLE)**  
over land at Spring Lane  
Slinfold  
Horsham

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Certified to be a true  
copy of the original  
DMH Stallard LLP

*DMH Stallard LLP*

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DATE

5th November

2020

**PARTIES**

- (1) **CRAYFERN SUNLEY (SLINFOLD) LIMITED** incorporated and registered in England and Wales (registered number 12376099) whose registered address is at Apollo House, Mercury Park, Wycombe Lane, Wooburn Green, High Wycombe, HP10 0HH (the **Chargor**); and
- (2) **SUNLEY ESTATES LIMITED** incorporated and registered in England and Wales (registered number 2266458) whose registered address is at 20 Berkeley Square, Mayfair, London W1J 6LH (the **Chargee**).

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this legal charge the following definitions will apply:

**Allowed Disposal**

- (a) an Exempt Disposal;
- (b) a Permitted Disposal;
- (c) the grant of any easement (whether in isolation or as part of any other Allowed Disposal);

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

**Charged Assets**

the Property;

**Chargee's Solicitors**

such solicitor or solicitors that the Chargee may nominate from time to time;

**Chargor's Solicitors**

Gateley Legal of The Blade, Abbey Square, Reading RG1 3BE (ref: AW/127716.013);

**Contract**

the contract relating to the funding development and disposal of the Property and dated 17 January 2020 and entered into between (1) the Chargee and (2) the Chargor;

**Default Rate**

has the meaning ascribed to it in the Contract;

**Delegate**

any person appointed by the Chargee or any Receiver under clause 10 and any person appointed as attorney of the Chargee, Receiver or Delegate;

**Disposal**

a freehold transfer or the grant of a long lease of 99 years or more at a premium in respect of a Private Unit

**Due Date**

the date that the Minimum Payment is payable by the Chargor pursuant to the terms of the Contract;

**Encumbrance**

a fixed mortgage or charge;

**Event of Default**

- (d) the failure of the Chargor to pay all or any of the Secured Liabilities when they fall due; or
- (e) the appointment of an administrator or liquidator in respect of the Chargor; or
- (f) the appointment of any receiver in respect of the Property;

**Exempt Disposal**

has the meaning given to the term by the Contract;

**Financial Collateral**

has the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations**

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

**LPA**

the Law of Property Act 1925;

**Minimum Payment**

the sum due pursuant to clause 10.2 of the Contract;

**Permitted Disposal**

has the meaning given to the term by the Contract;

**Private Unit**

has the definition ascribed to the term by the Contract;

**Property**

the Property described in Schedule 1.

**Receiver**

any receiver, manager or receiver and manager appointed by the Chargee under this legal charge;

**Release**

a form DS3 or form DS1 or (as the context requires) a consent to lease or such other form as shall be appropriate (together with form RX4) to release (when dated) the Charged Assets or any interest in the Charged Assets or any part of parts of the Charged Assets from this legal charge and the restriction protecting this legal charge;

**Security Financial Collateral Arrangement**

has the meaning given to that expression in the Financial Collateral Regulations;

**Secured Liabilities**

the Chargor's obligation to pay the Minimum Payment and (where due) any sums arising pursuant to clause 10.5 of the Contract;

**Security Period**

the period starting on the date of this deed and ending on the later of the Due Date and the date on which the Chargor has paid the Secured Liabilities and any further sums arising pursuant to this Deed;

**Works Agreement**

all or any of the following as the case may be

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or

278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or

- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.3 The schedules form part of this legal charge and have the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though they were set out in this legal charge.
- 1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Writing or written includes faxes but not e-mail unless otherwise specified in this legal charge.
- 1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.
- 1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.
- 1.10 If the Chargee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

2. **COVENANT TO PAY**

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.

3. **CHARGES**

3.1 **Fixed Charges**

As a continuing security for the payment of the Secured Liabilities the sums payable pursuant to clause 10.2 and (where due) clause 10.5 of the Contract, the Chargor with full title guarantee charges by way of second legal mortgage the Property.

3.2 **Extent of Security**

It is agreed that this legal charge is intended to be the sole security granted by the Chargor which is held by the Chargee over the Charged Assets for the Secured Liabilities and that the Chargee will not take from or exercise any other security (including any lien) it has from the Chargor over the Charged Assets unless the Chargor and the Chargee expressly agree otherwise in writing.

4. **RESTRICTIONS AND WORKS AGREEMENTS**

4.1 The Chargor agrees with the Chargee that it will not, without the Chargee's prior written consent make a Disposal or agree to make a Disposal of any Charged Assets charged by way of fixed charge except if it is a Allowed Disposal.

4.2 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against the title of the Property:

**"RESTRICTION**

*No transfer or lease of any Dwelling at the registered estate 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 5 November 2020 in favour of Sunley Estates Limited referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 4.1 of the charge dated 5 November 2020 in favour of Sunley Estates Limited have been complied with."*

4.3 The Chargee shall within five Business Days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Chargor shall indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.

4.4 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement.

5. **LIABILITY OF THE CHARGOR**

**Liability not discharged**

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or



- (c) any other act or omission that, but for this Clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

**5.2 Immediate Recourse**

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

**6. DISCHARGE**

6.1 Within ten Business Days of the Chargee being satisfied that it has received payment of the Secured Liabilities, the Chargee will give to the Chargor such form of Release as shall be appropriate to release the whole of the Charged Assets remaining subject to this Charge from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry form(s)).

6.2 The Chargee agrees to execute Releases for Allowed Disposals and agrees to deliver the same within five (5) Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release required to be executed SAVE THAT in the context of a Permitted Disposal (only) no request shall be made prior to exchange of contracts for the relevant Permitted Disposal.

6.3 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete any relevant HM Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clause 6.1 and 6.2 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release (including for the avoidance of doubt the release of a Permitted Disposal).

**7. REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Chargee that:

**7.1 Incorporation**

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets;

**7.2 Authority**

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

**7.3 Obligations binding**

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

**8. ENFORCEMENT OF SECURITY**

**8.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

**8.2 Discretion**

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

**9. ENFORCEMENT OF SECURITY**

**9.1 Enforcement Powers**

- 9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 8.1
- 9.2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 9.3 **Redemption of Prior Security**
- 9.3.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Chargor may:
- (a) redeem any prior Security over any Charged Asset;
  - (b) procure the transfer of that Security to itself; and
  - (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor).
- 9.3.2 The Chargor shall pay to the Chargee immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.
- 9.4 **Protection of third parties**
- No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or any Delegate shall be concerned to enquire:
- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
  - (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- how any money paid to the Chargee, any Receiver or any Delegate is to be applied.
- 9.5 **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.
- 9.6 **No liability as mortgagee in possession**
- Neither the Chargee nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.
- 9.7 **Relinquishing possession**
- If the Chargee, any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he/she may at any time relinquish possession.
- 9.8 **Conclusive discharge to purchasers**
- The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.
10. **APPOINTMENT AND POWER OF RECEIVER**
- 10.1 At any time after the security constituted by this legal charge becomes enforceable or if so requested by the Chargor by written notice at any time, the Chargee may:

- 10.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 10.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 10.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 11. **DELEGATION**
  - 11.1 **Delegation**

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this Deed (including the power of attorney granted under clause 16.2.
  - 11.2 **Terms**

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.
  - 11.3 **Liability**

Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.
- 12. **APPLICATION OF PROCEEDS**
  - 12.1 **Order of application of proceeds**

All monies received or recovered by the Chargee, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), 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 (but without prejudice to the Chargee's right to recover any shortfall from the Chargor):

    - (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, 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
    - (b) in or towards payment of the Secured Liabilities in any order and manner that the Chargee determines; and
    - (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.
  - 12.2 **Appropriation**

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
  - 12.3 **Suspense account**

All monies received by the Chargee, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

    - (a) may, at the discretion of the Chargee, Receiver or Delegate, be credited to a suspense account;
    - (b) shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargor; and

- (c) may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

### **13. COSTS AND INDEMNITY**

#### **13.1 Costs**

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

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

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

#### **13.2 Indemnity**

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

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
  - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
  - (c) any default or delay by the Chargor in performing any of its obligations under this Deed.
- (b) Any past or present employee or agent may enforce the terms of this clause 0 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **14. PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

### **15. ASSIGNMENT AND TRANSFER**

#### **15.1 Assignment by Chargee**

The Chargee may not assign transfer charge make the subject of a trust or deal in any other manner with this Legal Charge or any of its right under this Legal Charge or purport to do any of the same without the prior written consent of the Chargor which shall not be unreasonably withheld or delayed where such doing is of a consequence of the Chargee assigning the benefit of the Contract.

- 15.2 **Assignment by Chargor**  
The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.
16. **THIRD PARTY RIGHTS**
- 16.1 Subject to clause 16.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 16.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.
17. **NOTICES**
- 17.1 Any notice given under this legal charge shall be in writing and signed by or on behalf of the party giving it.
- 17.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service:
- 17.2.1 to the Chargee at: 20 Berkeley Square, Mayfair, London W1J 6LH marked for the attention of Richard Evans;
- 17.2.2 to the Chargor at:
- (a) its registered office address for the time being, marked for the attention of the company secretary; and
- (b) at Apollo House, Mercury Park, Wycombe Lane, Wooburn Green, High Wycombe HP10 0HH or such other address notified in writing to the Chargee from time to time after the date of this legal charge, marked for the attention of Alastair Dineen.
- 17.3 In the absence of evidence of earlier receipt and subject to clause 17.4, a notice served in accordance with clause 17.2 shall be deemed to have been received:
- 17.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 17.2; or
- 17.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or
- 17.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.
- 17.4 If deemed receipt under clause 17.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.
- 17.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.
- 17.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email.
18. **GENERAL**
- 18.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this

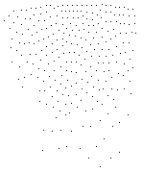
legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 18.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 18.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 18.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 18.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 18.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 18.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
- 18.7 The security constituted by this Deed 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 Chargee discharges this Deed in writing.
19. **GOVERNING LAW AND JURISDICTION**
- 19.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 19.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 19.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS** whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

### **The Property**

The land at Spring Lane, Slinfold, Horsham being all of the land registered at Land Registry with freehold title absolute under Title No. WSX255200.



by Crayfern  
Sunley (Slinfold)  
Limited

EXECUTED and DELIVERED as a DEED )  
by ~~SUNLEY CRAYFERN (SLINFOLD)~~ )  
~~LIMITED~~ acting by a director in the )  
presence of:

.....  
Director

Witness Signature

Witness Name

Address

Occupation

EXECUTED and DELIVERED as a DEED )  
by SUNLEY ESTATES LIMITED acting by a )  
director in the presence of: )

  
Director

Witness Signature

Witness Name C TREADWELL

Address

Occupation



**DATED** 5 November 2020

---

- (1) CRAYFERN SUNLEY (SLINFOLD) LIMITED
- (2) SUNLEY ESTATES LIMITED

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**LEGAL CHARGE (OF WHOLE)**  
over land at Spring Lane  
Slinfold  
Horsham

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DATE 5 November 2020

2020

**PARTIES**

- (1) **CRAYFERN SUNLEY (SLINFOLD) LIMITED** incorporated and registered in England and Wales (registered number 12376099) whose registered address is at Apollo House, Mercury Park, Wycombe Lane, Wooburn Green, High Wycombe, HP10 0HH (the **Chargor**); and
- (2) **SUNLEY ESTATES LIMITED** incorporated and registered in England and Wales (registered number 2266458) whose registered address is at 20 Berkeley Square, Mayfair, London W1J 6LH (the **Chargee**).

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this legal charge the following definitions will apply:

**Allowed Disposal**

- (a) an Exempt Disposal;
- (b) a Permitted Disposal;
- (c) the grant of any easement (whether in isolation or as part of any other Allowed Disposal);

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

**Charged Assets**

the Property;

**Chargee's Solicitors**

such solicitor or solicitors that the Chargee may nominate from time to time;

**Chargor's Solicitors**

Gateley Legal of The Blade, Abbey Square, Reading RG1 3BE (ref: AW/127716.013);

**Contract**

the contract relating to the funding development and disposal of the Property and dated [•]17 January 2020 and entered into between (1) the Chargee and (2) the Chargor;

**Default Rate**

has the meaning ascribed to it in the Contract;

**Delegate**

any person appointed by the Chargee or any Receiver under clause 10 and any person appointed as attorney of the Chargee, Receiver or Delegate;

**Disposal**

a freehold transfer or the grant of a long lease of 99 years or more at a premium in respect of a Private Unit

**Due Date**

the date that the Minimum Payment is payable by the Chargor pursuant to the terms of the Contract;

**Encumbrance**

a fixed mortgage or charge;

**Event of Default**

- (d) the failure of the Chargor to pay all or any of the Secured Liabilities when they fall due; or
- (e) the appointment of an administrator or liquidator in respect of the Chargor; or
- (f) the appointment of any receiver in respect of the Property;

**Exempt Disposal**

has the meaning given to the term by the Contract;

**Financial Collateral**

has the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations**

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

**LPA**

the Law of Property Act 1925;

**Minimum Payment**

the sum due pursuant to clause 10.2 of the Contract;

**Permitted Disposal**

has the meaning given to the term by the Contract;

**Private Unit**

has the definition ascribed to the term by the Contract;

**Property**

the Property described in Schedule 1.

**Receiver**

any receiver, manager or receiver and manager appointed by the Chargee under this legal charge;

**Release**

a form DS3 or form DS1 or (as the context requires) a consent to lease or such other form as shall be appropriate (together with form RX4) to release (when dated) the Charged Assets or any interest in the Charged Assets or any part of parts of the Charged Assets from this legal charge and the restriction protecting this legal charge;

**Security Financial Collateral Arrangement**

has the meaning given to that expression in the Financial Collateral Regulations;

**Secured Liabilities**

the Chargor's obligation to pay the Minimum Payment and (where due) any sums arising pursuant to clause 10.5 of the Contract;

**Security Period**

the period starting on the date of this deed and ending on the later of the Due Date and the date on which the Chargor has paid the Secured Liabilities and any further sums arising pursuant to this Deed;

**Works Agreement**

all or any of the following as the case may be

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or

278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or

- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The schedules form part of this legal charge and have the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though they were set out in this legal charge.

1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words **other**, **include**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 Writing or written includes faxes but not e-mail unless otherwise specified in this legal charge.

1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.

1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.

1.10 If the Chargee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

2. **COVENANT TO PAY**

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.

3. **CHARGES**

3.1 **Fixed Charges**

As a continuing security for the payment of the Secured Liabilities the sums payable pursuant to clause 10.2 and (where due) clause 10.5 of the Contract, the Chargor with full title guarantee charges by way of second legal mortgage the Property.

3.2 **Extent of Security**

It is agreed that this legal charge is intended to be the sole security granted by the Chargor which is held by the Chargee over the Charged Assets for the Secured Liabilities and that the Chargee will not take from or exercise any other security (including any lien) it has from the Chargor over the Charged Assets unless the Chargor and the Chargee expressly agree otherwise in writing.

4. **RESTRICTIONS AND WORKS AGREEMENTS**

4.1 The Chargor agrees with the Chargee that it will not, without the Chargee's prior written consent make a Disposal or agree to make a Disposal of any Charged Assets charged by way of fixed charge except if it is a Allowed Disposal.

4.2 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against the title of the Property:

**"RESTRICTION**

*No transfer or lease of any Dwelling at the registered estate 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 5 November 2020 in favour of Sunley Estates Limited referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 4.1 of the charge dated 5 November 2020 in favour of Sunley Estates Limited have been complied with."*

4.3 The Chargee shall within five Business Days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Chargor shall indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.

4.4 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement.

5. **LIABILITY OF THE CHARGOR**

**Liability not discharged**

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

- (c) any other act or omission that, but for this Clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

**5.2 Immediate Recourse**

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

**6. DISCHARGE**

- 6.1 Within ten Business Days of the Chargee being satisfied that it has received payment of the Secured Liabilities, the Chargee will give to the Chargor such form of Release as shall be appropriate to release the whole of the Charged Assets remaining subject to this Charge from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry form(s)).

- 6.2 The Chargee agrees to execute Releases for Allowed Disposals and agrees to deliver the same within five (5) Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release required to be executed SAVE THAT in the context of a Permitted Disposal (only) no request shall be made prior to exchange of contracts for the relevant Permitted Disposal.

- 6.3 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete any relevant HM Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clause 6.1 and 6.2 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release (including for the avoidance of doubt the release of a Permitted Disposal).

**7. REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Chargee that:

**7.1 Incorporation**

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets;

**7.2 Authority**

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

**7.3 Obligations binding**

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

**8. ENFORCEMENT OF SECURITY**

**8.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

**8.2 Discretion**

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

**9. ENFORCEMENT OF SECURITY**

**9.1 Enforcement Powers**

- 9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 8.1
- 9.2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.
- 9.3 **Redemption of Prior Security**
- 9.3.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Chargor may:
- (a) redeem any prior Security over any Charged Asset;
  - (b) procure the transfer of that Security to itself; and
  - (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor).
- 9.3.2 The Chargor shall pay to the Chargee immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.
- 9.4 **Protection of third parties**
- No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or any Delegate shall be concerned to enquire:
- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
  - (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- how any money paid to the Chargee, any Receiver or any Delegate is to be applied.
- 9.5 **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.
- 9.6 **No liability as mortgagee in possession**
- Neither the Chargee nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.
- 9.7 **Relinquishing possession**
- If the Chargee, any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he/she may at any time relinquish possession.
- 9.8 **Conclusive discharge to purchasers**
- The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.
10. **APPOINTMENT AND POWER OF RECEIVER**
- 10.1 At any time after the security constituted by this legal charge becomes enforceable or if so requested by the Chargor by written notice at any time, the Chargee may:



- 10.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 10.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 10.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 11. **DELEGATION**
- 11.1 **Delegation**  
The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this Deed (including the power of attorney granted under clause 16.2.
- 11.2 **Terms**  
The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.
- 11.3 **Liability**  
Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.
- 12. **APPLICATION OF PROCEEDS**
- 12.1 **Order of application of proceeds**  
All monies received or recovered by the Chargee, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), 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 (but without prejudice to the Chargee's right to recover any shortfall from the Chargor):
  - (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, 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
  - (b) in or towards payment of the Secured Liabilities in any order and manner that the Chargee determines; and
  - (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.
- 12.2 **Appropriation**  
Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
- 12.3 **Suspense account**  
All monies received by the Chargee, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):
  - (a) may, at the discretion of the Chargee, Receiver or Delegate, be credited to a suspense account;
  - (b) shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargor; and

- (c) may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

### **13. COSTS AND INDEMNITY**

#### **13.1 Costs**

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

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

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

#### **13.2 Indemnity**

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

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Chargor in performing any of its obligations under this Deed.

- (b) Any past or present employee or agent may enforce the terms of this clause 0 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **14. PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

### **15. ASSIGNMENT AND TRANSFER**

#### **15.1 Assignment by Chargee**

The Chargee may not assign transfer charge make the subject of a trust or deal in any other manner with this Legal Charge or any of its right under this Legal Charge or purport to do any of the same without the prior written consent of the Chargor which shall not be unreasonably withheld or delayed where such doing is of a consequence of the Chargee assigning the benefit of the Contract.

**15.2 Assignment by Chargor**

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

**16. THIRD PARTY RIGHTS**

16.1 Subject to clause 16.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 16.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.

**17. NOTICES**

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

17.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service:

17.2.1 to the Chargee at: 20 Berkeley Square, Mayfair, London W1J 6LH marked for the attention of Richard Evans;

17.2.2 to the Chargor at:

(a) its registered office address for the time being, marked for the attention of the company secretary; and

(b) at Apollo House, Mercury Park, Wycombe Lane, Wooburn Green, High Wycombe HP10 0HH or such other address notified in writing to the Chargee from time to time after the date of this legal charge, marked for the attention of Alastair Dineen.

17.3 In the absence of evidence of earlier receipt and subject to clause 17.4, a notice served in accordance with clause 17.2 shall be deemed to have been received:

17.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 17.2; or

17.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or

17.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.

17.4 If deemed receipt under clause 17.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

17.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.

17.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email.

**18. GENERAL**

18.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this

legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 18.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 18.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 18.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 18.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 18.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 18.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
- 18.7 The security constituted by this Deed 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 Chargee discharges this Deed in writing.
19. **GOVERNING LAW AND JURISDICTION**
- 19.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 19.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 19.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS** whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

### **The Property**

The land at Spring Lane, Slinfold, Horsham being all of the land registered at Land Registry with freehold title absolute under Title No. WSX255200.

by Crayfern  
Sunley (Slinfold)  
Limited

EXECUTED and DELIVERED as a DEED )  
by ~~SUNLEY CRAYFERN (SLINFOLD)~~ )  
~~LIMITED~~ acting by a director in the )  
presence of:

[Redacted Signature]

Director

Witness Signature

[Redacted Signature]

Witness Name

ALICE HUMPHRIES

Address

[Redacted Address]

Occupation

[Redacted Occupation]

EXECUTED and DELIVERED as a DEED )  
by SUNLEY ESTATES LIMITED acting by a )  
director in the presence of: )

.....  
Director

Witness Signature

Witness Name

Address

Occupation