

100133/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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

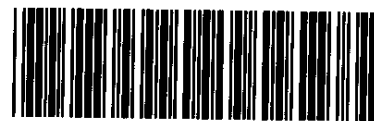
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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



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



AC8HSKLC

A18

25/07/2023

#65

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 1 2 5 7 7 9 3 2

Company name in full Yorvik Land Limited

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 7 m 0 m 7 y 2 y 0 y 2 y 3 ✓

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

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

Name Mathew James Gath ✓

Name Buckle Barton Pensioner Trustees Limited

Name


Name

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

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

MR01

Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>Plots 16, 17, 18, 19, 20, 30, 31, 32 & 33 Southlands Grange, South End</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a charge

Presenter information

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

Contact name

Company name **Buckle Barton Limied**

Address **Sanderson House**

Station Road

Horsforth

Post town **Leeds**

County/Region **West Yorkshire**

Postcode **L S 1 8 5 N T**

Country **United Kingdom**

DX

Telephone **01132588216**

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

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

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

Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12577932

Charge code: 1257 7932 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2023 and created by YORVIK LAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2023.

Given at Companies House, Cardiff on 27th July 2023



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

20/7/23
Harrowells

We hereby certify that this is a true copy
Harrowells Limited
Solicitors
Moorgate House
Clifton Moorgate
York YO30 4WY

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: NYK492869
2	Property: Plots 16, 17, 18, 19, 20, 30, 31, 32 and 33 Southlands Grange, South End, Bedale as edged red on the Plan
3	Date: 17 July 2023
4	Borrower: Yorvik Land Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12577932 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Buckle Barton Pensioner Trustees Limited and Matthew James Gath as Trustees of Yorvik Homes Limited Directors Pension Scheme <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02249453 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6	<p>Lenders' intended addresses for service for entry in the register:</p> <ol style="list-style-type: none">1. Sanderson House, Station Road, Leeds LS18 5NT2. Honeysuckle Cottage, Townend Court, Great Ouseburn, York YO26 9RD
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the Property by way of legal mortgage as security for the payment of the sums detailed in panel 9.</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>"No disposition of 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 the written consent signed by the proprietor for the time being of the charge dated</p> <p style="text-align: center;">17 July</p> <p>2023 in favour of Buckle Barton Pensioner Trustees Limited and Matthew James Gath and referred to in the Charges Register or their conveyancer."</p>
9	<p>Additional provisions</p> <p>The Lender has lent the Borrower the sum of £465,000 on condition that its repayment together with interest is secured in the manner set out in this document.</p> <p>1. DEFINITIONS AND INTERPRETATION</p> <p>For all purposes of this legal charge the terms defined in this clause 1 DEFINITIONS AND INTERPRETATION have the meanings specified.</p> <p>1.1 Gender, personality and number</p> <p>Unless the context otherwise requires the singular includes the plural and vice versa; reference to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and references in the masculine gender include references in the feminine or neuter genders and vice versa.</p> <p>1.2 Headings</p> <p>The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.</p>

1.3 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.4 Joint and Several Liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made or with the persons comprising that party jointly and severally.

1.5 'The Loan Amount'

'The Loan Amount' means the sum of £465,000.

1.6 Obligation not to permit or suffer

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that things to be done by another person.

1.7 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Conssequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.13 (REFERENCES TO STATUTES).

1.8 'The Property'

'The Property' means the property specified in Panel 2 of this legal charge and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time.

1.9 'The Redemption Date'

'The Redemption Date' means the date upon which the Borrower is required to repay the Loan together with all interests and costs to the Lender in accordance with the Loan Agreement.

1.10 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.11 References to Statute

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

1.12 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

1.13 'Competent Authority'

'Competent Authority' means the relevant regulator for the Property under the Contaminated Land Regime.

1.14 'Loan Agreement'

A Loan Agreement dated [] 2023 between the Lender (1) the Borrower (2)

2. PAYMENT OF PRINCIPAL, INTEREST AND COSTS

In consideration of the Loan Amount now paid by the Lender to the Borrower (full receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause.

2.1 Payment of Principal

The Borrower covenants with the Lender to pay the monies due to the Lender in accordance with the terms of the Loan Agreement free from any legal or equitable right of set-off on the Redemption Date.

2.2 Costs, charges, expenses and other liabilities

2.2.1 Payment of costs, charges, expenses and other liabilities

The Borrower covenants with the Lender within 14 days of written demand to pay all proper costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) (save for those in relation to the completion of this charge) together with interest from the date of expiry of said 14 day period until payment by the Borrower at the Interest Rate.

2.2.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under the sub clause above will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

2.2.2.1 the reasonable contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security by this deed;

2.2.2.2 the reasonable contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

2.2.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

2.2.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;

2.2.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower.

LEGAL CHARGE

3

The Borrower with full title guarantees, charges the Property to the Lender by way of first legal mortgage, with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.

BORROWER'S REPRESENTATIONS AND WARRANTIES

4

The Borrower represents and warrants to the Lender as set out in this clause.

Development

4.1

The Borrower shall not carry out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made. The Borrower will fully comply and discharge any conditions attached to any requisite planning permission.

Contravention of other liabilities

4.2

The execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement.

BORROWER'S COVENANTS AS TO THE PROPERTY

5

The Borrower covenants with the Lender as set out in this clause.

Repair

5.1

5.1.1 Repairing obligation

The Borrower will keep all buildings, fixtures, fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition.

5.1.2

Inspection

The Borrower will permit the Lender and his representative at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession.

5.1.3

Entry and repair

If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or

associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.

5.1.4 Repayment of expenses

The Borrower will within 28 days of written demand repay to the Lender all proper and reasonable expenses incurred by the Lender in carrying out inspections and works permitted by clauses 5.1.2 (INSPECTION) and clause 5.1.3 (ENTRY AND REPAIR) together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property.

Alterations

5.2 5.2.1 The Borrower shall not without the previous consent of the Lender such consent not to be unreasonably withheld or delayed (and then only to the extent permitted by and in accordance with any conditions attached to any planning consent or building regulations approval) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in, on or associated with the Property save in connection with the development of the Property for new dwellings.

5.2.2 The Borrower shall comply with any conditions attached to any planning permission and use reasonable endeavours to obtain requisite building regulation approval for the development of the site free from unreasonable conditions and on reasonable terms as soon as reasonably practicable following the date of this Deed.

5.2.3 Subject to Clause 5.2.1 above the Borrower shall not undertake any structural or material alteration or undertake any development works without obtaining the previous consent of the Lender such consent not to be unreasonably withheld or delayed to any additional or substitute planning permission or building approval granted for any development of the Property as defined in the Planning Acts.

Insurance

5.3 5.3.1 Duty to insure

The Borrower will:

5.3.1.1 ensure the Property and any works permitted under clause 5.2 are kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such

underwriters as the Lender may in each case and from time to time approve in writing; and

5.3.1.2 *make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment.*

5.3.2 Indemnity for payments by the Lender

If the Borrower fails to perform any of its obligations under this clause 5.3 (INSURANCE) and if the Lender takes out any insurance on the Property or any part of it, the Borrower will within 14 days of written demand repay to the Lender all proper payments made by him for that purpose and will pay interest from the date of expiry of said 14 day period until payment by the Borrower at the Interest rate as set out in this Charge and all such money and interest shall be charged on the Property.

5.3.3 Application of insurance money

Subject to the claims of any prior Mortgagee any money received under the policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 5.3 (INSURANCE)) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and, if received by the Borrower will be held on trust for the Lender for this purpose.

Outgoings

5.4 The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

General covenants to comply with statutes

5.5 The Borrower will ensure that any legislation, regulations or by-laws for the time being in force applicable to the Property the Development and any permitted works or/and alterations are complied with in all respects.

General covenant to produce notices etc.

5.6

5.6.1 Production

The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it.

5.6.2 Compliance

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 5.6.1 (PRODUCTION) without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve writing at the Borrower's cost.

5.7 Specific covenants relating to planning and environmental matters

5.7.1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use within the provisions of the Planning Acts except with the previous consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent of the relevant planning authority to the Lender who shall be entitled to a copy of it and the Buyer will deliver a copy of such consent.

5.7.2 No development without the Lender's consent

The Borrower will not without the previous consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts save in connection with the planning permission and building regulation approval to be granted following the date of this Deed on such terms as are previously approved by the Lender.

5.7.3 Compliance with conditions of permission for development

The Borrower will comply with all conditions subject to which any planning permission is granted within the provisions of the Planning Acts.

5.7.4 Compliance with environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property and any works or alterations undertaken at the Property.

5.7.5 Compliance with notices etc

5.7.5.1 Production

If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts of the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.

5.7.5.2 Compliance

The Borrower will at his own expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 5.7.5.1 (PRODUCTION) without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal at the Borrower's cost.

5.7.5.3

Failure to comply

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 5.7.5.1 (PRODUCTION), the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession. All proper and reasonable costs and expenses so properly incurred by the Lender will be repaid by the Borrower on to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property.

5.7.5.4

Appointment of Lender as attorney

The Borrower irrevocably appoints the Lender and his substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 5.7.5 (COMPLIANCE WITH NOTICES ETC) to be executed by the Lender on the default of the Borrower.

5.7.5.5

Costs of licences

All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 5.7.5.4 (APPOINTMENT OF LENDER AS ATTORNEY) shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.7.5.3 (FAILURE TO COMPLY).

Specific covenant in relation to compulsory purchase

5.8

5.8.1

Entry into negotiations

The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any local or other authority for or consent to the compulsory acquisition of the Property either in whole or part.

5.8.2

Conduct of negotiations

If the Lender so requires, the Borrower will permit the Lender to conduct the negotiations and grant the consent referred to in clause 5.8.1 (ENTRY INTO NEGOTIATIONS) on the Borrower's behalf.

5.8.3 Application of compensation

Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security.

Leasing and disposal

5.9 The Borrower must not without the previous consent in writing of the Lender (and then only to the extent of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security):

5.9.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise or vary or agree to vary any lease or tenancy agreement of the amounts payable thereunder (such consent not to be unreasonably withheld or delayed); or

5.9.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.

Compliance with terms of conveyances etc

5.10 5.10.1 Observance

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.

5.10.2 Indemnity

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5.10.1 (OBSERVANCE).

5.10.3 Charging provision

All expenses damages and costs properly incurred by the Lender in relation to any breach referred to in clause 5.10.2 (INDEMNITY) will be repaid by the Borrower to the Lender within 14 days of written demand together with interest from the date of expiry of the 14 day period until payment by the Borrower at the Interest Rate as set out in clause 1.3 of this Charge all of which money and interest shall be charged on the Property.

5.11 Not to register

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it.

5.12 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

RELEASE BY THE LENDER

6

- 6.1** The Lender shall execute such releases, consents and other documents referred to in this legal charge within 5 working days following written request by the Borrower so to do.
- 6.2** The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this Charge only if the Lender has not executed the same within 10 working days following written request by the Borrower.
- 6.3** On notification in writing of the disposal of a dwelling following construction the Lender shall execute and provide to the Borrower a form of discharge in form DS3 (or such other form as may be appropriate) together with any Land Registry forms required for the release of the Restriction duly executed by the Lender for the discharge and release of the relevant dwelling.

LENDER'S POWERS AND RIGHTS

7

- 7.1 Exercise of statutory powers**
- 7.1.1 Exclusion of Section 103**
The Law of Property Act 1925 Section 103 shall not apply to this security.
- 7.1.2 Enforcement of security and exercise of power of sale**
At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.
- 7.2 Extension of statutory powers**
- 7.2.1 Power of Sale**
The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.
- 7.2.2 Powers of leasing and accepting surrenders**
By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to

grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).

7.2.3 General

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.

7.2.4 Exclusion of liability

The powers referred to in or granted or varied or extended by this clause 7.2 (EXTENSION OF STATUTORY POWERS) shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

7.3 Powers in respect of furniture and effects

7.3.1 Power to remove and dispose

At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage.

7.3.2 Exclusion of liability

The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 7.3.1 (POWER TO REMOVE AND DISPOSE).

7.3.3 Proceeds of sale

To the extent the Borrower does not comprise an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower within 14 days of demand.

7.3.4 Nature of security

To the extent the Borrower comprises an individual or individuals, the provisions of this clause 7.3 (POWERS IN RESPECT OF FURNITURE AND EFFECTS) are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of sale of them so as to constitute this security a bill of sale.

7.4 Power to appoint a receiver

7.4.1 Appointment

At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.

7.4.2 Removal

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

7.4.3 Remuneration

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

7.4.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

7.4.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

7.4.6 Agency

Any receiver appointed under this clause 7.4 (POWER TO APPOINT A RECEIVER) shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

7.4.7 General powers

Any receiver appointed under this clause 7.4 (POWER TO APPOINT A RECEIVER) shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

7.4.8 Specific powers

In addition to the powers referred to in clause 7.4.7 (GENERAL POWERS) any receiver appointed under this clause 6.4 (POWER TO APPOINT A RECEIVER) shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the

Property. In particular (but without limitations) any such receiver shall have the power:

- 7.4.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- 7.4.8.2 to manage or carry on or concur in carrying on any business of the Borrower;
- 7.4.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- 7.4.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 7.4.8.5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- 7.4.8.6 to settle, arrange, compromise or submit to arbitration any sums due under prior security and any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower of the Property or in any way relating to this or any prior security;
- 7.4.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower of the Property or in any way relating to this or any prior security;
- 7.4.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- 7.4.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the

Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;

7.4.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;

7.4.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and

7.4.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any other the above powers.

7.4.9 Application of money

All money received by any receiver shall be applied by him in the following order:

7.4.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts and sums due under any prior security);

7.4.9.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;

7.4.9.3 in or towards satisfaction of the amount owing on this security with the surplus (if any) being paid to the Borrower or other persons entitled to it.

7.5 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

7.6 Power to settle with prior mortgagees

7.6.1 Redemption

If any proceedings or steps are threatened to be taken or are taken to exercise or enforce any powers or remedies conferred by any incumbrance having priority over this security against the Property, the Lender or any receiver appointed by him may redeem that prior incumbrance or procure the transfer of it to himself and may settle and pass the accounts of any incumbrancer entitled to such prior security.

7.6.2 Account

Any accounts settled or passed in connection with any redemption or transfer pursuant to clause 7.6.1 (REDEMPTION) shall be conclusive and binding (save for manifest error) as well as between the Lender and any receiver appointed by him on the one hand and the Borrower on the other hand as between such prior incumbrancer and the Borrower.

8 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

- 8.1** whether this security has become enforceable;
- 8.2** whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 8.3** the proprietor, regularity or purpose of the exercise or purported exercise of any such power;
- 8.4** whether any money remains due under the security; or
- 8.5** the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

9 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

10 DEMANDS AND NOTICES

10.1 Form and mode of deemed service

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on:

- 10.1.1** the Borrower; or
- 10.1.2** by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business.

10.2 Method of service

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower:

10.2.1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

10.2.2 when dispatched if given by fax; and

10.2.3 when left at the property concerned if delivered.

10.3 Other methods of service

The methods of service described in clause 10.1 (FORM AND MODE OF DEEMED SERVICE) are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

10.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

VALIDITY AND SEVERABILITY

11

11.1 Enforceability

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity and enforceability of the remaining provisions shall not be affected or impaired.

11.2 Lack of capacity

If the mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

EXCLUSION OF THIRD PARTY RIGHTS

12

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it.

GOVERNING LAW AND JURISDICTION

13

13.1 Construction

This mortgage shall be governed by and constructed in accordance with English law.

13.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in

connection with this mortgage and that accordingly any suit, action or proceedings arising out of or in connection with this mortgage may be brought in such courts.

13.3 Jurisdiction of other courts

Nothing in this clause 13 (GOVERNING LAW AND JURISDICTION) shall limit the Lender's right to take proceedings against the borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

14. LIMITATION OF LENDER'S LIABILITY

14.1 Any liability of the Lender arising out of this Charge or matters connected with it shall be limited to the assets of Yorvik Homes Limited Directors Pension Scheme in their possession from time to time.

14.2 Clause 14.1 shall not apply to any liabilities resulting from any wilful or reckless breach of duty or trust by the Lender.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

15. Execution


Executed as a deed by
YORVIK LAND LIMITED
acting by a Director in the
presence of:

Witness Signature:

Witness Full Name:

Witness Address:

MATTHEW GATH.....
Director



KM Thomas.....

KAREN MARIE THOMAS

11 BELL LANE.....

HV84

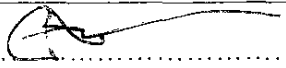
YORK Y061 1HA

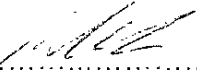
Executed as a Deed by
**BUCKLE BARTON
PENSIONER TRUSTEES
LIMITED** acting by a Director
in the presence of:

Witness Signature:

Witness Full Name:

Witness Address:


Director
GEORGE GOODMAN


ZABELA K'EKAK

SANDERSON HOWE

STATION ROAD

HORSFORTH

LEEDS

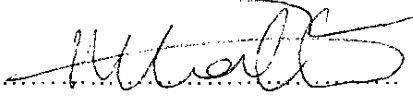
LS18 5NT

Executed as a Deed by
MATTHEW JAMES GATH in
the presence of:

Witness Signature:

Witness Full Name:

Witness Address:


KAREN MARIE THOMAS

KAREN MARIE THOMAS

11 BELL LANE

HUBS

YORK YO61 1YA

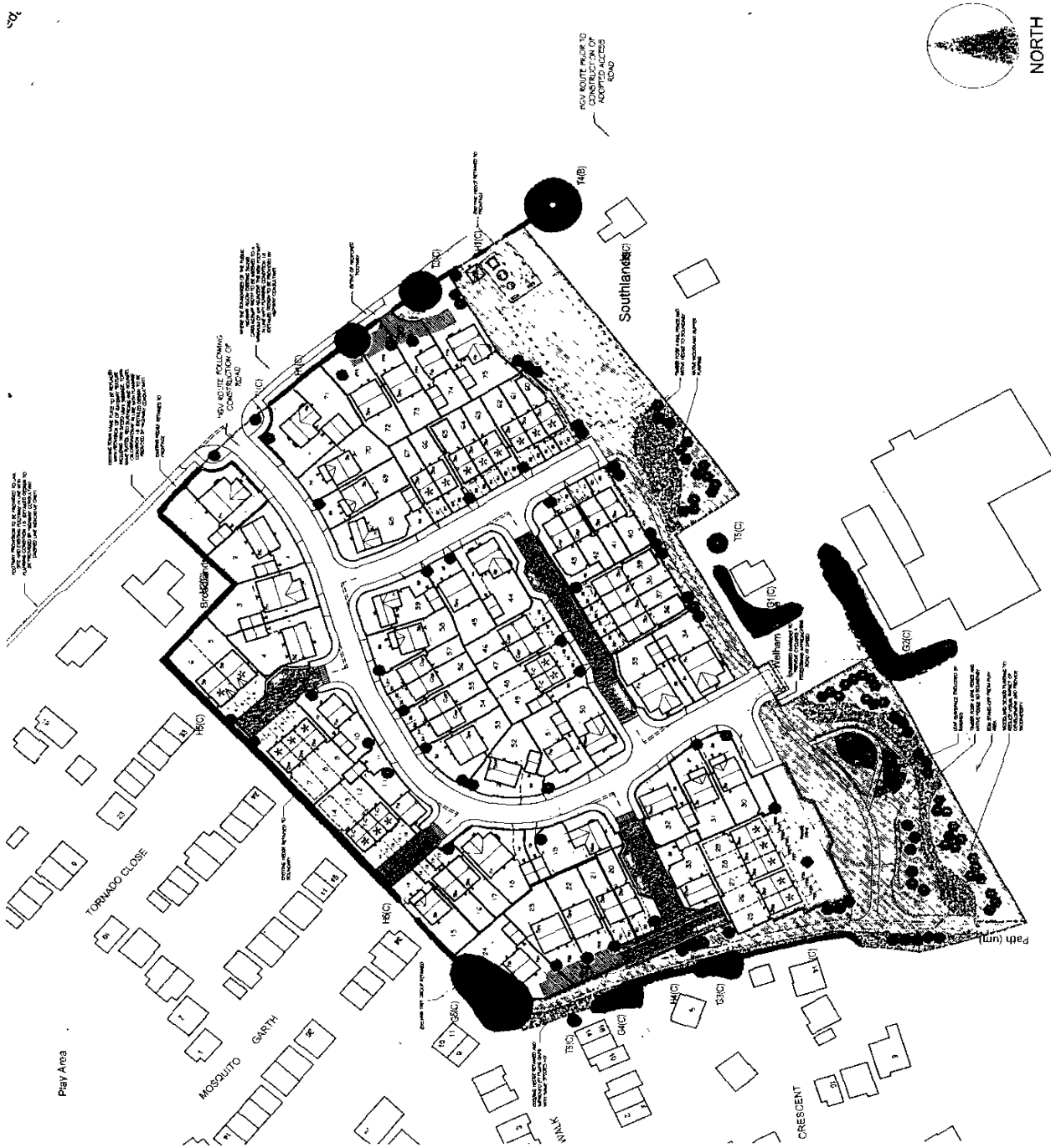
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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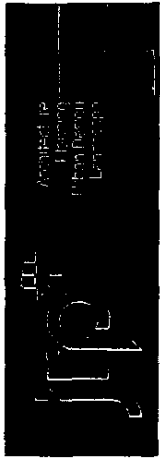
CONVEYANCE PLAN LAYERS KEY:

- PLOT BOUNDARIES
- SHARED ACCESS DRIVES
- SHARED ACCESS PATHS
- SHARED VISITOR PARKING
- P.O.S AREA
- DENOTES BOUNDARY OWNERSHIP

Handwritten signature

E	05.07.23	CONVEYANCE PLAN UPDATED IN LINE WITH LATEST PLANNING LAYOUT (REV N)	KM	VS
D	13.02.23	CONVEYANCE PLAN UPDATED IN LINE WITH LATEST PLANNING LAYOUT (REV K)	JP	VS
C	07.02.23	CONVEYANCE PLAN UPDATED IN LINE WITH LATEST PLANNING LAYOUT (REV J)	JP	VS
B	01.02.23	CONVEYANCE PLAN UPDATED IN LINE WITH LATEST PLANNING LAYOUT (REV I)	JP	VS
A	30.01.23	CONVEYANCE PLAN UPDATED IN LINE WITH CLIENTS COMMENTS	JP	VS

Rev	Date	Description	Drawn	Check
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CLIENT: YORVIK HOMES
DRAWING NUMBER: 21:5501:301 E

PROJECT: SOUTH END, BEDALE
SCALE @ A3: 1:1250

DRAWING: SITE WIDE PLOT CONVEYANCE PLAN
DATE: JAN 23

CHECKED: VS
DATE: JAN 23

JPP Associates
14 Marine Court
Calder Park, Wakefield, WF4 3FL
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info@jpassoc.co.uk
jpassoc.co.uk

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301 / SITE WIDE PLOT CONVEYANCE PLAN