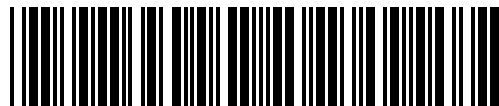




Registration of a Charge

Company Name: **PICKSTOCK HOMES (TELFORD) LIMITED**

Company Number: **13178224**



Received for filing in Electronic Format on the: **05/01/2022**

XAV0TP9S

Details of Charge

Date of creation: **23/12/2021**

Charge code: **1317 8224 0002**

Persons entitled: **JOHN ROLAND PICKSTOCK
JAMES ANDREW PICKSTOCK
GREGORY VAUGHAN PICKSTOCK**

Brief description: **THE FREEHOLD PROPERTY AT LAND OFF QUEENSWAY, APLEY,
TELFORD, SHROPSHIRE, TF1 6DA REGISTERED AT THE LAND
REGISTRY WITH ABSOLUTE TITLE UNDER PART OF TITLE NUMBER
SL202235 SHOWN COLOURED PINK AND YELLOW ON THE PLAN**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **GATELEY LEGAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13178224

Charge code: 1317 8224 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2021 and created by PICKSTOCK HOMES (TELFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2022 .

Given at Companies House, Cardiff on 6th January 2022

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



Companies House



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

Dated 23 December 2021

PICKSTOCK HOMES (TELFORD) LIMITED (1)

AND

JOHN ROLAND PICKSTOCK, JAMES ANDREW PICKSTOCK AND
GREGORY VAUGHAN PICKSTOCK (2)

Legal Charge
to secure a deferred land payment
relating to
land at Maxwell, Apley, Telford, Shropshire, TF1
6DA

CONTENTS

Clause	Heading	Page
1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	8
3.	SECURITY	8
4.	CHARGOR'S COVENANTS	9
5.	CHARGEES CONSENT TO PERMITTED DISPOSITIONS	10
6.	RESTRICTION ON TITLE	10
7.	REPRESENTATIONS AND WARRANTIES	11
8.	RIGHTS OF ENFORCEMENT	11
9.	CHARGEES POWERS AND RIGHTS	12
10.	STATUTORY AGREEMENTS, RELEASES AND CONSENTS	15
11.	LIABILITY	16
12.	LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989	16
13.	INDEPENDENT SECURITY	16
14.	POWER OF ATTORNEY	16
15.	COSTS	17
16.	GENERAL PROVISIONS	17
SCHEDULE	CHARGEES POWERS	20

THIS LEGAL CHARGE by way of deed is made on

23 December

2021

BETWEEN:

- (1) **PICKSTOCK HOMES (TELFORD) LIMITED** (Company number: 13178224) whose registered office is at 2 Mile Oak, Maesbury Road, Oswestry, Shrops, United Kingdom, SY10 8GA (the "Chargor"); and
- (2) **JOHN ROLAND PICKSTOCK** of [REDACTED], **JAMES ANDREW PICKSTOCK** of [REDACTED] and **GREGORY VAUGHAN PICKSTOCK** [REDACTED] care of J.R. Pickstock Limited, 2 Mile Oak, Maesbury Road, Oswestry, Shropshire, SY10 8GA (the "Chargee").

BACKGROUND

- (A) The Chargee has today transferred the Property to the Chargor and the Chargor is entitled to be registered as proprietor of the Property.
- (B) The Chargor has agreed to pay the Deferred Payment to the Chargee in accordance with the provisions of the Contract for Sale.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions shall apply:

Act	the Law of Property Act 1925 (as amended);
Approval	approval by or for the Chargee which shall not be unreasonably withheld or delayed and the term Approved shall be construed accordingly and such approval shall be deemed to have been given if the Chargee fails to respond to a request for Approval within 10 Working Days of such request;
Charged Property	the parts of the Property the subject of this legal charge from time to time;
Chargee's Solicitors	Fraser Tart of J. R. Pickstock Limited, 2 Mile Oak, Maesbury Road, Oswestry, Shropshire, SY10 8GA

Chargor's Solicitors	Gateley Legal of Knightsbridge House, Lower Brown Street, Leicester LE1 5NL (ref: MQC/144751.001) or such other firm as the Chargor may appoint and notify to the Chargee in writing;
Contract for Sale	means the Contract for Sale dated ^{23 December} 14 2021 made between the (1) Chargee (as Seller), (2) the Chargor (as Buyer) and (3) Pickstock Homes Limited (as Guarantor);
Default Rate	4% above the base rate of the Bank of England from time to time;
Deferred Payment	has the meaning given to in the Contract for Sale;
Delegate	any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate;
Dispose of	bears the meaning given to it under Section 205(1) Law of Property Act 1925 and disposition and Disposal shall be interpreted accordingly;
Dwelling	a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above garage(s), maisonette, cottage or other dwelling constructed or to be constructed on any part of the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and " Dwellings " shall be construed accordingly;
Enforced Property	any parts of the Charged Property over which the security created by this Charge has been enforced;
Estate Roads	any Roadways constructed or consented to be constructed on the Enforced Property or on any part of it;
Event of Default	one or more of the following events occurs: (a) the failure by the Chargor to pay the Deferred Payment in full within 10 Working Days of demand following its due date for payment in accordance with the Contract for Sale; or

(b) the Chargor suffers an Insolvency Event;

Insolvency Event

the occurrence of any of the following:-

- (a) a winding up order is made against the Chargor
- (b) an administrator is appointed in respect of the Chargor
- (c) a Receiver is appointed in respect of the Property
- (d) a voluntary winding up of the Chargor is commenced except for a winding up: (i) the purpose of which is the amalgamation or reconstruction of a solvent company or (ii) which is frivolous or vexatious and contested by the Chargor in good faith or (iii) which is struck out or otherwise ceased or suspended within 20 days
- (e) the Chargor is struck off from the Register of Companies
- (f) the Chargor otherwise ceases to exist;

Permitted Disposition

all or any of the following:

- (a) any Disposal and/or dedication of Roadways to any highway or other competent authority, or the grant of rights over any roads and/or to use Services and/or to enable the occupation of any Dwelling(s);
- (b) any Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station, balancing pond or facility or similar infrastructure;
- (c) any Disposal to or in favour of any statutory undertaking, utility company, local authority or similar

body for the provision and/or adoption of sewers, Service Media or other infrastructure;

- (d) any Disposal in accordance with the provisions of the Planning Agreement or which is required to comply with the requirements of any other Statutory Agreement;
- (e) any Disposal of common parts, communal areas, open space, play areas, amenity land, ecology mitigation areas or similar to the local authority, a management company or similar;
- (f) any Disposal of Social Housing and/or of land upon which Social Housing is to be constructed;
- (g) any Disposal of the open market Dwellings to be constructed on the Property; and/or
- (h) the grant of any easements, covenants and/or rights over the Charged Property or any part of it;

Plan

the plan annexed to this Charge at Annexure 1;

Planning Acts

the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Charged Property;

Planning Agreement

means the Section 106 Agreement dated 29th September 2015 and made between (1) Borough of Telford and Wrekin Council (2) John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock (3) Svenska Handelsbanken AB (publ) and (4) Maxell (Europe) Limited as varied by a supplemental agreement dated 19 April 2018 and made between (1) Borough of Telford and Wrekin Council (2) John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock (3) Svenska Handelsbanken AB (publ) and any subsequent replacement, variation or

supplemental agreement in respect of the same approved by the Transferee insofar as it relates to the Property;

Property

the freehold property at Land off Queensway, Apley, Telford, Shropshire, TF1 6DA registered at the Land Registry with absolute title under part of title number SL202235 shown coloured pink and yellow on the Plan;

Receiver

any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);

Relevant Authority

the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water;

Retained Property

the Property excluding the Enforced Property;

Roadways

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

Secured Sums

the Deferred Payment together with default interest (if any) arising under clause 2.2 and costs arising under clause 14 (if any);

Security

a legal mortgage;

Security Period	the period commencing on the date of this Charge and ending on the date upon which the Secured Sums have been paid in full;
Service Media	includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage, gas, electricity, water, electronic transmissions and similar services now or in the future constructed on any part of the Property;
Services	foul and surface water drainage, water, gas, electricity and telecommunications services;
Social Housing	housing subject to restrictions in respect of occupiers or tenure or rent or carrying any subsidy from the Chargor for land or building cost or housing required to be transferred to or managed by a local authority, a social landlord, a registered provider of social housing, a society, association, charity or similar body;
Statutory Agreement	<p>any of the following:</p> <p>(a) an agreement, obligation or undertaking pursuant to all or any of the following: Section 106 of the Town and Country Planning Act 1990, Section 38 and/or Section 278 of the Highways Act 1980, Section 104 of the Water Industry Act 1991, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by any local authority, local highway authority or service undertaker; and/or</p> <p>(b) any agreement, obligation or undertaking with any Relevant Authority for the provision and/or adoption of sewers, Service Media or other infrastructure;</p>
Transfer	a transfer of part of the Property dated 23 December 2021 between the Chargor and Chargee a copy of which is annexed to this deed at Annexure 2;
VAT	value added tax or similar replacement imposition; and

Working Days

has the meaning given in the Transfer.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears references:
 - (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
 - (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be joint and several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.
- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time

and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.

- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 An Event of Default is "continuing" if it has not been remedied or waived.
- 1.17 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

2. COVENANT TO PAY

- 2.1 The Chargor covenants with the Chargee to pay the Secured Sums on the dates specified in the Contract for Sale.
- 2.2 In the event that the Chargor shall fail to pay the Deferred Payment on the dates specified in the Contract for Sale, the Chargor shall pay interest at the Default Rate on the amount unpaid from the date two Working Days after the Deferred Payment became due until the date of actual payment.

3. SECURITY

- 3.1 As continuing security for the payment and discharge of the Secured Sums, the Chargor with full title guarantee charges the Property to the Chargee by way of legal mortgage.
- 3.2 Section 103 of the Act shall not apply to this Charge.

4. CHARGOR'S COVENANTS

4.1 The Chargor covenants with the Chargee:

- (a) Not to Dispose of the Charged Property other than by way of a Permitted Disposition:
 - (i) without the Approval of the Chargee; or
 - (ii) as otherwise permitted in accordance with the terms of this Charge.
- (b) Not to create or purport to create or permit to subsist any Security upon any part of the Charged Property without the Approval of the Chargee.
- (c) Promptly to advise the Chargee in writing on becoming aware of the occurrence of any Event of Default.
- (d) The Chargor shall use its reasonable endeavours, to the extent necessary for the development of the Property pursuant to planning permission to:
 - (i) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Property of the material covenants and other material obligations imposed on such counterparty; and
 - (ii) enforce any material rights and institute, continue or defend any material proceedings relating to the Property that the Chargee may reasonably require from time to time

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

- (e) The Chargor waives any present or future right of set-off it may have in respect of the Secured Sums (including sums payable by the Chargor under this legal charge).
- (f) The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of the Property or the effectiveness of the security created

by this deed PROVIDED ALWAYS THAT proper development of the Property pursuant to planning permission shall not amount to a breach of this obligation.

5. CHARGEES' CONSENT TO PERMITTED DISPOSITIONS

The Chargee irrevocably consents to any Permitted Disposition.

6. RESTRICTION ON TITLE

The parties to this Charge hereby apply to the Chief Land Registrar for a restriction to be registered against the title to the Charged Property at the Land Registry as follows:

"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 a certificate signed by a conveyancer that the provisions of clause 4(a) of a legal charge dated 23 December 2021 made between (1) Pickstock Homes (Telford) Limited and (2) John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock have been complied with or do not apply to the disposition".

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Chargor makes the representations and warranties set out in this clause 7 to the Chargee on the date of this deed.
- 7.2 The Chargor is the sole legal and beneficial owner of the Property.
- 7.3 The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.
- 7.4 The entry into of this legal charge by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.
- 7.5 No Security expressed to be created under this legal charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.
- 7.6 This legal charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Property in accordance with its terms.
- 7.7 The Chargor shall not increase the sum secured by any prior security to this deed that will have the effect of materially reducing the security afforded by this deed or otherwise result in the security provided by this charge being less than the Deferred Payment.

8. RIGHTS OF ENFORCEMENT

- 8.1 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:
- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
 - (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
 - (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.
- 8.2 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

- 8.3 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable and the relevant Secured Sum shall be immediately due and payable upon and following demand after the occurrence of an Event of Default that is continuing and shall be as follows:
- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in the Schedule) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of the Charged Property;
 - (b) for the Chargee to appoint a Receiver of the Charged Property (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in the Schedule) which the Receiver may exercise after it has taken possession of the Charged Property.
- 8.4 The powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge then the terms of this Charge shall prevail.
- 8.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 8.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order between any of the Secured Sums.

9. CHARGEES POWERS AND RIGHTS

- 9.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 8 and the Schedule and may exercise all rights and powers at such times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

- 9.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.
- 9.3 The enforcement of the security created by this charge shall be subject to the reservation of the following rights over the Enforced Property for the benefit of the Chargor, all persons deriving title under the Chargor and the Retained Property and every part of it for all purposes reasonably required for the development and use of the Retained Property as a residential development:
- (a) The right from the date on which the Estate Roads have been constructed until the date on which the Estate Roads have been adopted by the local authority as maintainable by such authority, to pass and repass (with or without vehicles in respect of the roads, on foot only in respect of the footpaths and by bicycle only in respect of the cycleways) at all times and for all purposes connected with access to and egress from the Retained Property over and along the Estate Roads.
 - (b) The right until the Estate Roads have been constructed to pass and repass (with or without vehicles in respect of the roads, on foot only in respect of the footpaths and by bicycle only in respect of the cycleways) at all times and for all purposes connected with access to and egress from the Retained Property over and along the intended route of the Estate Roads or (during the period of construction of the Estate Roads) over and along such suitable alternative route within the Enforced Property as the Chargee (acting reasonably) may specify by notice in writing to the Chargor.
 - (c) If the Estate Roads have not been constructed, the right to enter onto the intended route of the Estate Roads and such adjoining parts of the Enforced Property (but excluding any Dwelling and excluding the site of any electricity substation, transformer chamber, gas governor, pumping station, balancing pond or facility or similar infrastructure) as may be reasonably necessary to construct the Estate Roads to serve the Retained Property.
 - (d) The right to the free passage and running of Services from and to the Retained Property through the Service Media constructed within the Enforced Property to serve the Retained Property and the right to connect into the Service Media constructed within the Enforced Property to serve the Retained Property provided in each case that the Chargee may vary the route of such Service Media at any time and in such circumstances these rights shall then apply to the Service Media as varied.
 - (e) The right to enter onto the Estate Roads (or the intended route of the Estate Roads) and such adjoining parts of the Enforced Property (but excluding any Dwelling) as may be reasonably necessary to construct new Service Media to serve the Retained Property and thereafter the right to the free passage and running of Services from and to the Retained Property through such Service Media provided in each case that the

Chargee may vary the route of such Service Media at any time and in such circumstances these rights shall then apply to the Service Media as varied.

- (f) The right to enter onto such parts of the Enforced Property (but excluding any Dwelling) as may be reasonably necessary for the purpose of complying with the requirements of any Statutory Agreement.

9.4 Any person entering on to the Enforced Property to carry out works in the exercise of the rights referred to in clause 8.3 above must:

- (a) enter on to only so much of the Enforced Property as is reasonably necessary to exercise the rights but not on to any Dwelling nor on to the site of any electricity substation, transformer chamber, gas governor, pumping station, balancing pond or facility or similar infrastructure then constructed on or consented to be constructed on the Enforced Property;
- (b) exercise the rights at reasonable times of the day;
- (c) give reasonable prior notice to the owner(s) or occupier(s) of the relevant part of the Enforced Property (except in the case of emergency when no prior notice shall be required but notice shall be given as soon as practicable thereafter);
- (d) cause as little inconvenience as reasonably practicable to the owner(s) or occupier(s) of the relevant part of the Enforced Property in the exercise of the rights;
- (e) reinstate the surface of the Enforced Property to the standard prior to excavation;
- (f) not obstruct the Roadways on the Enforced Property;
- (g) not deposit any waste, rubbish, soil or other material on any part of the Enforced Property;
- (h) not overload any Service Media;
- (i) ensure that the position and route of any connections to Service Media do not adversely affect the site or intended site of any Dwelling nor the site of any electricity substation, transformer chamber, gas governor, pumping station, balancing pond or facility or similar infrastructure then constructed on or consented to be constructed on the Enforced Property and that all connections shall (where reasonably practicable) be constructed or laid under the Estate Roads; and
- (j) make good at its own expense any damage caused by such entry.

- 9.5 At any time after the security created by this Charge has become enforceable the Chargor, any person deriving title under the Chargor and/or any administrator or receiver of the Chargor may serve upon the Chargee or upon any Receiver or Delegate of the Chargee a written notice requiring the Chargee to enter into a deed of easement to grant the rights referred to in clauses 8.3 and 8.4 (and any additional temporary rights or permanent easements reasonably required for the benefit of the Retained Property or any part of it) over the Enforced Property for the benefit of the Chargor, all persons deriving title under the Chargor and the Retained Property and every part of it.

10. STATUTORY AGREEMENTS, RELEASES AND CONSENTS

- 10.1 The Chargee shall enter into any Statutory Agreement within 10 Working Days following a request from the Chargor to do so:
- (a) provided that the Chargor reimburses any legal costs reasonably and properly incurred by the Chargee in relation to the relevant Statutory Agreement and any other requirement set out below; and
 - (b) provided that the Chargee will not have any financial liability and will not be liable to perform any covenants contained in the Statutory Agreement;
- 10.2 The Chargee shall immediately on receipt of the above-mentioned costs provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3, DS1 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 10.3 The Chargee shall also, at the reasonable request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Charged Property that is to be the subject of a Permitted Disposition and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3, DS1 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 10.4 On the expiry of the Security Period, the Chargee shall, at the reasonable request of the Chargor and on payment of all sums secured by this deed, take whatever action is necessary to release the Charged Property from the security constituted by this Charge and shall promptly following any such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 10.5 The Chargee, by way of security, irrevocably appoints the Chargor as its attorney and in the name of and on behalf of each Chargee and as the act and deed of each Chargee or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement

instrument or act which may be required to be given to the Chargor by the Chargees in accordance with this clause 10 where the Chargee fails to deliver the same to the Chargor a reasonable period of time after being requested to do so in writing and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Chargee ratifies and confirms and agrees to ratify and confirm whatever attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this clause.

11. LIABILITY

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

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

12. LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transfer are incorporated into this deed.

13. INDEPENDENT SECURITY

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

14. POWER OF ATTORNEY

14.1 Following the occurrence of an Event of Default that is continuing, by way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under

this Charge, where the Chargor has failed to do any such actions following receipt of reasonable notice from the Chargee.

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

15. COSTS

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

- (a) enforcing (or attempting to do so) any of the Chargee's or a Receiver's rights under this deed; or
- (b) taking proceedings for, or recovering, any of the Secured Sums.

16. GENERAL PROVISIONS

- 16.1 The security created by this Charge shall not be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.
- 16.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.
- 16.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.
- 16.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 16.5 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid,

legal and enforceable. If such modification is not possible, then the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.

- 16.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 16.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.
- 16.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 16.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sums and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sums.
- 16.10 Any notice or other document to be given or sent under this Charge shall be in writing and may be delivered personally or sent first class by registered post or recorded delivery post to be served:
- (a) on the Chargor at its registered address addressed to the Company Secretary; or
 - (b) on the Chargee at their respective addresses appearing in this Charge; and
 - (c) in either case at such other addresses as either shall notify in writing to the other party;
or
 - (d) in either case to the party's solicitors at their address in this Charge or at such other addresses as either party shall notify in writing to the other party.
- 16.11 Any such notice or document shall be deemed to have been served:
- (a) if delivered personally at the time of delivery; or
 - (b) if posted at the expiration of two Working Days after the envelope containing the same shall have been put into the post.

- 16.12 In proving such service it shall be sufficient to prove (as the case may be) that delivery was made or that the envelope containing such notice or document was properly addressed and posted as a pre-paid first class registered letter or recorded delivery.
- 16.13 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 16.14 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 16.15 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.
- 16.16 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 16.17 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

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

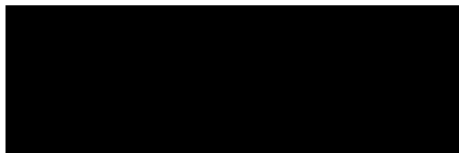
SCHEDULE

Chargee's Powers

- 1 To enter upon and take possession of the Charged Property and to sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Charged Property upon such terms (including the amount and nature of the consideration) and in such manner as the Chargee shall think fit.
- 2 To grant or create any lease, tenancy or licence (or enter into an agreement to do so) of the Charged Property upon such terms (including the amount and nature of the consideration) and in such manner as the Chargee shall think fit.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Property or its ownership, occupation or use.
- 4 To effect insurances and obtain and/or enter into bonds, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Charged Property and to make all requisite payments to effect, maintain or satisfy them.
- 5 To compromise any claim or claims of, against, arising out of or otherwise relating to the Charged Property.
- 6 To give receipts and releases for any sums received and to execute all assurances relating to the Charged Property as may reasonably be required for realising the security created by this Charge.
- 7 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences for the Charged Property as may reasonably be required for realising the security created by this Charge.
- 8 To cancel or otherwise determine any agreements or contracts in any way relating to the Charged Property as may reasonably be required for realising the security created by this Charge.
- 9 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents in respect of the Charged Property and otherwise deal with the Charged Property for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Charged Property.

- 10 To employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters as may reasonably be required for realising the security created by this Charge.
- 11 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 12 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property as may reasonably be required for realising the security created by this Charge.
- 13 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 14 To delegate its powers.
- 15 To do any other acts and things that it may consider desirable or necessary in respect of the Charged Property for the purpose of realising the security created by this Charge.

Executed as a Deed by JOHN ROLAND



PICKSTOCK in the presence of

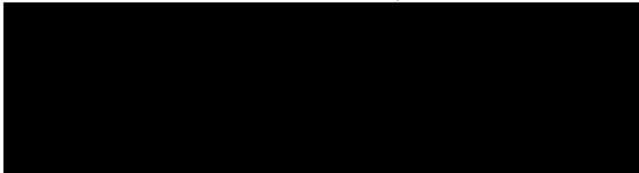
Witness Signature



Witness Name

FRASER THOMAS

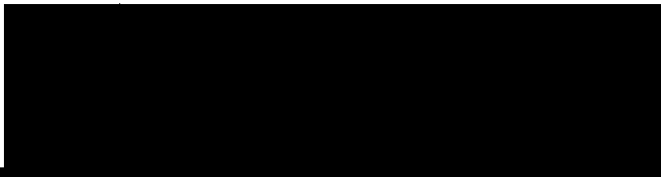
Witness Address



SOMERSET

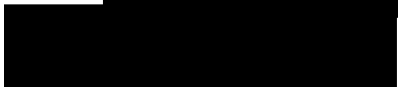
Executed as a Deed by

JAMES ANDREW PICKSTOCK



In the presence of

Witness Signature



Witness Name

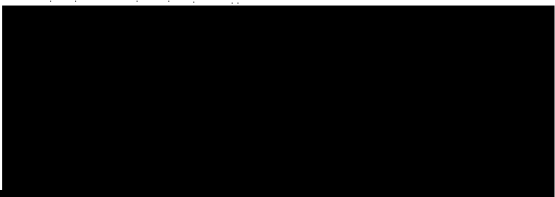
DANIELLE LUNT

Witness Address



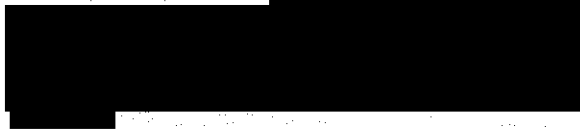
OCCUPATION - FINANCE ASSISTANT

Executed as a Deed by



GREGORY VAUGHAN PICKSTOCK

In the presence of

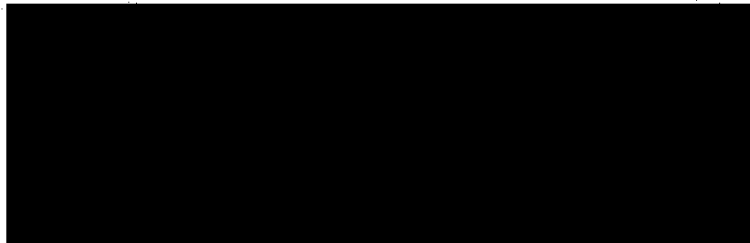


Witness Signature

Witness Name

SUSAN JILL PRITCHARD

Witness Address



- Accounts Dept

EXECUTED as a DEED
by PICKSTOCK HOMES
(TELFORD) LIMITED in the
presence of:

Signature of director:

[Redacted signature]

Signature of Witness

[Redacted signature]

Name

CHARLOTTE THORPE

Address

[Redacted address]

Occupation of Witness

OFFICE MANAGER

Annexure 1

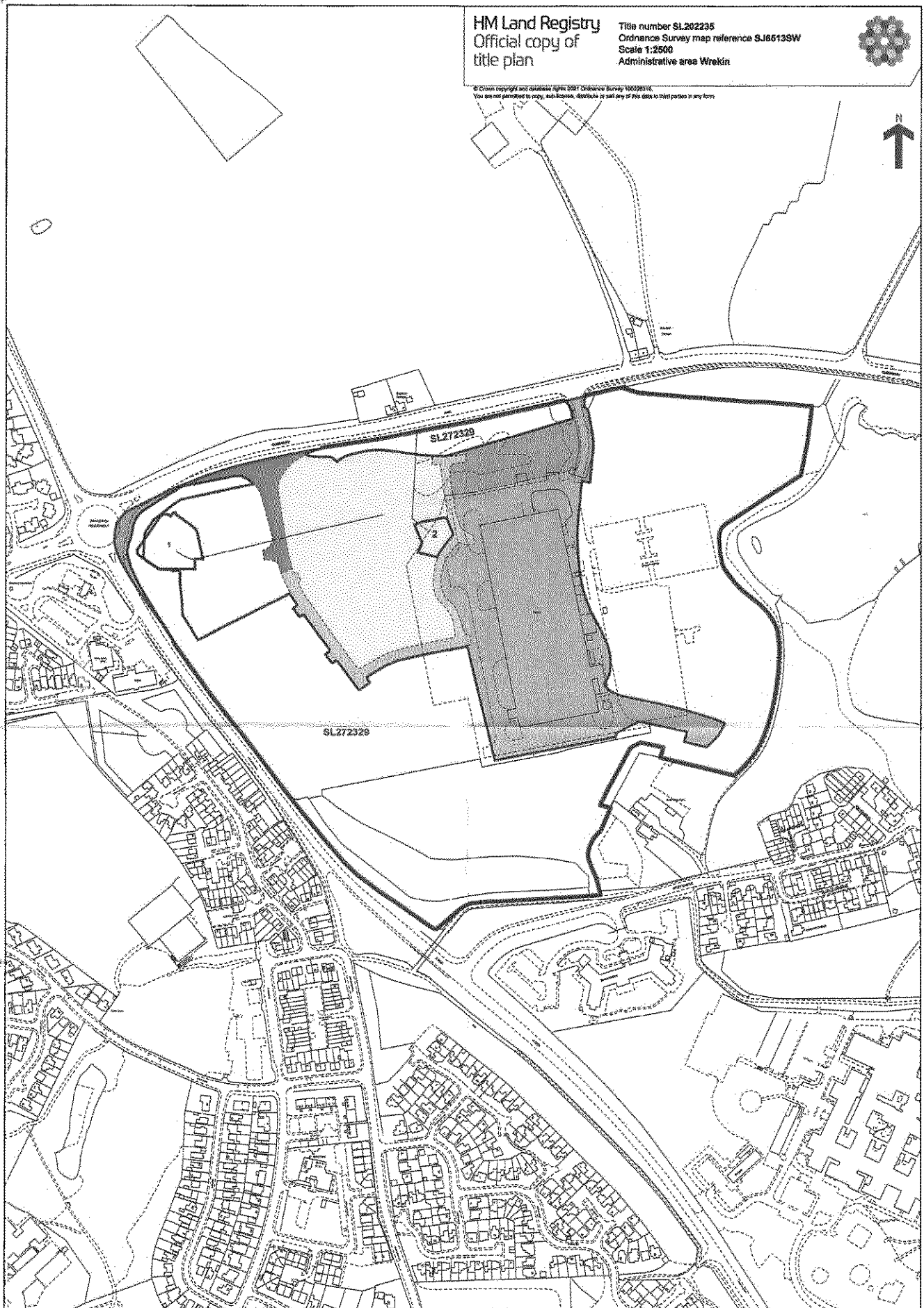
The Plan

HM Land Registry
Official copy of
title plan

Title number SL202235
Ordnance Survey map reference SJ6513SW
Scale 1:2500
Administrative area Wrekin



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You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This official copy issued on 17 November 2021 shows the state of this title plan on 2 November 2021 at 16:48:06.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

Annexure 2

Transfer

Land Registry

Transfer of part of registered title(s)

TP1

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.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.
For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any **Plan** lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a

1	Title number(s) out of which the property is transferred: SL202235
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land off Queensway, Apley, Telford, Shropshire, TF1 6DA</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> coloured yellow and pink on the title plan to title number SL202235 a copy of which is attached as "Plan 1"</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 2021
5	<p>Transferor: John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Pickstock Homes (Telford) Limited</p> <p><u>For UK incorporated companies/LLPs</u></p>

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.

Each transferee 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 the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

	<p>Registered number of company or limited liability partnership including any prefix:</p> <p>13178224</p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>2 Mile Oak, Maesbury Road, Oswestry, Shropshire SY10 8GA</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): The Transferor is entitled to receive the deferred payment of Three Million Nine Hundred Thousand Pounds (£3,900,000.00) together with an amount equal to VAT thereon in accordance with the Sale and Purchase Agreement</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p>The implied covenants for title are modified so that:</p> <p>(a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to:</p> <p>(i) make proper searches; or</p> <p>(ii) raise requisitions on title or on the results of the Transferee's searches before the date of this Transfer; and</p> <p>(b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.</p>

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved

☐ limited title guarantee

- 11 Declaration of trust. The transferee is more than one person and
- ☐ they are to hold the property on trust for themselves as joint tenants
 - ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
 - ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 In this Transfer the following words have the following meaning:

Care Home Land: means that part of the land shown coloured green on **Plan 2** and marked "care home land" and each and every part thereof (and any other part of the Retained Land that may be added thereto) which is proposed to be developed for care home use or such other alternative use required by the Transferor or its successors in title thereto.

Countryside Transfer: means the transfer dated 8 July 2021 made between the Transferor (1) and Countryside Properties (UK) Limited

or by restrictive covenants should be defined by reference to a plan.

(2) referred to at entry 18 of the charges register of title number SL202235 as at the date of this transfer.

Development: means the residential development of the Property the Phase 1 Land and any part of the Retained Land (as the context permits) and associated infrastructure and Open Space in accordance with the Planning Permission.

Estate Roads: means

- (a) (in respect of the Property) the roads and footpaths to be constructed on the Property shown coloured pink on **Plan 1** and intended to be adopted by the Relevant Authority (subject to such reasonable variation or amendment as the Transferee in its absolute discretion may make to the route of such Estate Roads during the course of the Development;
- (b) (in respect of the Retained Land) the roads and footpaths to be constructed on the Retained Land shown coloured brown on **Plan 1** and intended to be adopted by the Relevant Authority (subject to such reasonable variation or amendment as the Transferor in its reasonable discretion may make to the route of such Estate Roads during the course of the Development.

Estate Sewers: means the foul and surface water sewerage system to be constructed on the Property and the Retained Land (as applicable) and laid under or adjacent to the Estate Roads or otherwise and intended to be adopted by Severn Trent Water Limited or any other Relevant Authority.

Open Space: any part of the Retained Land or Phase 1 Land intended to be used in common by the Unit Holders pursuant to the Planning Agreement and the upkeep and maintenance of which Countryside Properties (UK) Limited (or a management company) is or will become responsible for including but not limited to:

- (a) open space play areas and amenity areas;
- (b) external common areas and hard and soft landscaped areas;
- (c) any roadways, verges, accessways or footpaths and associated lighting and estate sewers (including (without limitation) the surface water drainage system located within the Property and where applicable the Retained Land (save for the Care Home Land and the Retail Land) as are intended to remain private;
- (d) the Estate Sewers (if to remain private);
- (e) the private surface water drainage system;
- (f) any boundary and retaining walls, fences, hedges, gates, entrances and signs;
- (g) any private street lighting;

Outline Planning Permission: means outline planning permission granted on 14 December 2017 with planning reference TWC/2017/1014 and any subsequent amendment, variation or replacement of the same with the approval of the Transferee insofar as it relates to the Property.

Permitted Disposal: means any of the following in relation to the whole or any part of the Estate Roads (as applicable):

- (a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;
- (b) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highway requirements or in connection with the adoption or dedication of public highway;
- (c) the grant of easements or rights, transfer, lease or dedication to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of Services;
- (d) the disposal of common areas of any development once constructed to a management company or other entity providing management services;
- (e) the grant of any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the whole or any part of the Property;
- (f) the grant of easements or rights for the benefit of a Unit.

Phase 1 Land: means the land transferred by the Countryside Transfer.

Phase 2 Land: means the land shown edged red on **Plan 3** and marked "phase 2" thereon.

Phase 2 Roads: means any such roads or footpaths as are unadopted and hereafter constructed on the Phase 2 Land.

Plan 1: means the **Plan** attached to this Transfer and labelled 'Legal Plan Phase 1'.

Plan 2: means the **Plan** attached to this Transfer and labelled 'Plan 2'.

Plan 3: means the means the **Plan** attached to this Transfer and labelled 'Plan 3'.

Plan 4: means the **Plan** attached to this Transfer and labelled "Plan 4."

Planning Permission: means planning permission for the Development of the Property pursuant to reserved matters approval TWC/2018/0360 granted on 10 December 2018 and the Retained Land following approval of all matters reserved pursuant to the Outline Planning Permission and any subsequent replacement, variation or amendment to the same and approved by the Transferee insofar as it relates to the Property.

Planning Agreement: means the Section 106 Agreement dated 29th September 2015 and made between (1) Borough of Telford and Wrekin Council (2) John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock (3) Svenska Handelsbanken AB (publ) and (4) Maxell (Europe) Limited as varied by a supplemental agreement dated 19 April 2018 and made between (1) Borough of Telford and Wrekin Council (2) John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock (3) Svenska Handelsbanken AB (publ) and any subsequent replacement, variation or supplemental agreement in respect of the same approved by the Transferee insofar as it relates to the Property.

Property: means the land referred to in panel 3 and each and every part thereof.

Relevant Authority: means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

Retail Land: means that part of the land shown coloured blue on Plan 3 and marked "local centre" being part of the Retained Land which the Transferor proposes to develop or procure is developed for retail or other commercial uses.

Retained Land: means the land comprised in title SL202235 at the date of this transfer (shown edged red, but excluding the land edged green and labelled SL272329 on Plan 1) other than the Property but including the Retail Land, the Care Home Land, the Phase 2 Land and each and every part thereof (save as provided in clause 12.2 or elsewhere in this Transfer).

Requisite Consents: those permissions, approvals, licences, certificates, agreements and consents lawfully necessary to commence, carry out, and complete the Works and use them for the purposes required by the Transferee, including:

- (a) planning permission and approval of reserved matters;
- (b) any Planning Agreement;
- (c) building regulations, consents and bye-law approvals;
- (d) the requirements of all competent authorities regulating the Works; and

- (e) the consents of all other parties who by the lawful exercise of their powers in or over the Property could prevent or impede the carrying out of the Works.

Statutory Agreements: means any agreement(s) and/or deed(s) required by the Relevant Authority pursuant to but not limited to Section 104 Water Industry Act 1991 or Section 38 or Section 278 of the Highway Act 1980 and which for the avoidance of doubt includes but is not limited to:

- (a) any deed of easement and/or covenant and/or any lease or transfer to the Relevant Authority of Estate Sewers as may be lawfully required by the Relevant Authority to contain terms for its agreement to accept the vesting of Estate Sewers as maintainable at public expense;
- (b) any agreement under Highway Act 1980 relating to highways lawfully required by the Relevant Authority to contain terms for their agreement to carry out works to highways maintainable at the public expense and/or the works to secure the adoption of roads, footpaths and/or other accessways as highways maintainable at the public expense.

Services: means gas water electricity telephone or other telecommunications or other services or supplies including for the disposal of foul or surface water or any other services of whatever nature.

Service Media: means the sewers drains watercourses balancing ponds/basins channels pipes soakaways gutters wires cables pillars turrets amplifiers and any other apparatus for the supply of Services (including any diversion upgrading and improvement works (including protection of existing systems)) and all ancillary operations apparatus buildings structures and installations.

Transferee's Positive Covenants: means the covenants contained in clause 12.7.

Transferor's Positive Covenants: means the covenants contained in clause 12.5.

Unit: any residential unit of accommodation on the Property that is sold let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation.

Unit Holder: an owner from time to time of any Unit and their lawful tenants and occupiers.

Works: means:

- (a) works to divert the existing water main, HV electrical cable and telecommunications apparatus on the part of the Retained Land shaded in brown on Plan 1 and on land transferred by the Countryside Transfer;

- (b) works to construct the foul and surface water drainage to adoptable standards under a S.104 agreement under the highways on the part of the Retained Land shaded in brown on Plan 1, together with works to construct balancing ponds situated in the public open space on the land transferred by the Countryside Transfer;
- (c) works to construct the off-site highway works to adoptable standards under the S.278 Agreement partly on the part of the Retained Land shaded in brown on Plan 1 and the on-site highway works on the land shaded in brown on Plan 1 and the Property, to adoptable standards under a S.38 Agreement;
- (d) works to provide points of connection for gas, electric, water and BT service media and for laying the mains services in the adoptable highway verge covered by the S.38 Agreement within the land shown coloured brown on Plan 1 and on the Property.

Any other land affected should be defined by reference to a **Plan** and the title numbers referred to in panel 2.

RIGHTS GRANTED

12.2 The Property is transferred with the benefit of the rights granted or reserved in favour of the Property in the Countryside Transfer together with the following rights granted by the Transferor for the benefit of the Property and each and every part of it with the intention that the same shall burden the Retained Land (save for the Care Home Land shall not form part of the Retained Land in the context of this clause 12.2 other than in respect of the provisions of clause 12.2.1 and 12.2.2) into whosoever hands it may come and the intent that the same be exercised by the Transferee and its successors in title and/or any owners and occupiers and their invitees and those authorised by them of the Property or any part of it and any person authorised by the Transferee and any other person entitled to them:

12.2.1 The right to lateral and subjacent support and protection for the Property and any buildings to be constructed on it from the Retained Land;

12.2.2 The right to build on, alter, add to, re-develop or extend in any way the Property in accordance with the Planning Permission even though the access of light and air to the Retained Land may be affected and without being liable to pay any compensation to the Transferor or its successors in title;

12.2.3 The right to temporarily enter and remain upon so much as is reasonably necessary of any undeveloped part the Retained Land (undeveloped here meaning here any part without any building or buildings erected on it or the intended site of any such buildings) but excluding the Care Home Land upon reasonable notice to the Transferor (save in cases of emergency) with or without workmen, plant and equipment in order to:

- (a) comply with the terms of any Statutory Agreement whether or not relating to the Property or any requirement of the Relevant

Authority for the Development of the Property and laying, inspecting, installing, connecting to, cleaning, repairing, maintaining, upgrading replacing and renewing the Service Media;

- (b) connect into the Estate Roads insofar as it is on the Retained Land;
- (c) carry out and complete the Works including maintaining the same until their respective adoption;
- (d) make connections from the Property to the Service Media which are now or may at any time be laid or installed in, on, under, through, or over the Retained Land Provided that the Transferor shall be entitled at its cost to alter the route of any Service Media from time to time in on over or under the Retained Land so long as the capacity and/or use thereof by the Property and anything thereon is not materially interrupted or diminished and that the relocated position remains within the Retained Land and the rights in this clause shall apply to such altered Service Media;
- (e) undertake the obligations of the Transferor under this Transfer in the event that the Transferor fails to performs any of its obligations under this Transfer

12.2.4 Once constructed to base course level, a right of way at all times and for all purposes with or without motor vehicles construction vehicles plant machinery and equipment over and along the Estate Roads until such time as the Estate Roads are adopted as highways maintainable at the public expense PROVIDED ALWAYS that such right shall be limited to a pedestrian right only in respect of such parts of the Estate Roads as are not intended for vehicular use.

12.2.5 A right to free flow and passage of Services through the Service Media either now laid or hereafter to be laid in on under through or over the Retained Land and serving or intended to serve the Property alone or jointly in common with the Retained Land.

12.2.6 The Transferee shall in exercising the rights in this paragraph 12.2 do so in such a manner that minimises so far as reasonable the damage to relevant parts of the Retained Land and minimises so far as reasonable the amount of inconvenience to the owners and occupiers of the Retained Land and the Transferee hereby agrees to make good any damage caused to the Retained Land and anything thereon in the exercise of such rights to the reasonable satisfaction of the Transferor or person so affected thereby.

12.2.7 The full and free right for the benefit of the Property over any designated common accessways on the Retained Land (but excluding the Care Home Land Land) to the Open Space (where necessarily required for the purposes for which it is laid out but subject to the provisions of any transfer of the same to a management company to be set up (such transfer to be in a form approved by the Transferee in writing (such approval not to be

Any other land affected should be defined by reference to a **Plan** and the title numbers referred to in panel 2.

unreasonably withheld or delayed) and subject to the Open Space first being brought into use and subject the contributing a fair and reasonable proportion according to any management agreement of the reasonable cost of the maintenance and upkeep of the Open Space.

12.2.8 The right to divert and/or re-design (including for the avoidance of doubt removing the existing foul sewer and water main and laying and connecting a replacement foul sewer) laid beneath the Property that serves the Phase 2 Land provided that alternative provision is made for foul drainage from the Phase 2 Land and the minimum of disruption is caused in carrying out these works.

RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

12.3 The following rights are reserved out of the Property for the benefit of the Retained Land and each and every part and the Transferor and occupiers thereof and their invites and those authorised by them:

12.3.1 The right to build on, alter, add to, redevelop, or extend in any way the Retained Land even though the access of light and air to the Property may be affected and without being liable to pay any compensation to the Transferee or its successors in title.

12.3.2 The right to the free flow and passage of Services through the Service Media now laid (for the avoidance of doubt being the private water main and foul sewer referred to in clause 12.2.8 only) or hereafter to be laid in under or over the Property and serving or intended to serve the Retained Land alone or jointly in common with the Property.

12.3.3 The right to temporarily enter and remain upon so much as is reasonably necessary of any part the Property other than any parts designated for residential housing and the curtilage thereof or other buildings upon reasonable notice to the Transferee and at reasonable times (save in cases of emergency) with or without workmen, plant and equipment in order to:

- (a) comply with the terms of any Statutory Agreement or any requirement of the Relevant Authority for the development of the Retained Land and for the laying, installing, inspecting, cleaning, repairing, maintaining, upgrading, renewing of, connecting to and using the Service Media on the Property but laying installing connecting and upgrading only with the prior written consent of the Transferee (such consent not to be unreasonably withheld or delayed);
- (b) connect into and use the Estate Roads insofar as it is on the Property with the connections being agreed by the Transferee in writing (such agreement not to be unreasonably withheld or delayed);
- (c) (subject to capacity and with the prior written consent of the Transferee (such consent not to be unreasonably withheld or delayed)) make connections from the Retained Land to the

Service Media which may at any time after the date of Transfer be laid/installed in, on, under, or over the Property Provided that the Transferee shall be entitled at its cost to alter the route of any Service Media from time to time in on over or under the Property so long as the capacity and/or use thereof by the Property and anything thereon is not materially interrupted or diminished.

12.3.4 Once constructed to base course level, a right of way at all times and for all purposes with or without motor vehicles construction vehicles plant machinery and equipment over and along the Estate Roads on the Property until such time as the Estate Roads are adopted as highways maintainable at the public expense PROVIDED ALWAYS that such right shall be limited to a pedestrian right only in respect of such parts of the Estate Roads as are not intended for vehicular use.

12.3.5 The right to the free flow and passage of Services through the Service Media either hereafter to be laid in under or over the Property and serving or intended to serve the Retained Land alone or jointly in common with the Property or nay other land.

12.3.6 The Transferor shall in exercising the rights in this paragraph 12.3 do so in such a manner that causes the minimum amount of damage to relevant parts of the Property and minimises the amount of inconvenience to the owners and occupiers thereof and the Transferor hereby agrees to make good any damage caused to the Property in the exercise of such rights to the satisfaction of the Transferee or person so affected thereby.

12.3.7 The full and free right for the benefit of the Retained Land over any designated common accessways on the Property to the Open Space (where necessarily required for the purposes for which it is laid out but subject to the provisions of any transfer of the same to a management company to be set up (such transfer to be in a form approved by the Transferee in writing (such approval not to be unreasonably withheld or delayed) and subject to the Open Space first being brought into use and subject the contributing a fair and reasonable proportion according to any management agreement of the reasonable cost of the maintenance and upkeep of the Open Space.

RESTRICTIVE COVENANTS by the Transferor

12.4 The Transferor with the intent to bind the Retained Land and each and every part of it hereby covenants with the Transferee on behalf of itself and its successors in title (but not so as to have any liability in respect of any land in respect of which they cease to have any interest therein) for the benefit of the Property and each and every part of it that it will at all times hereafter perform and observe the following covenants and stipulations:

that it will not do anything to fetter the exercise of the rights reserved under this Transfer by the Transferee or those authorised by it in this

transfer or otherwise not do anything that results in a breach of any positive obligations of the Transferor herein

POSITIVE COVENANTS by the Transferor

12.5 The Transferor hereby covenants with the Transferee on behalf of itself and its successors in title for the benefit of the Property and each and every part of it that it will at all times hereafter perform and observe the following covenants and stipulations in this clause 12.5 PROVIDED THAT the Transferor will not be liable for any breach of the Transferor's positive covenants after it has transferred the whole or in a case of a transfer of a relevant part the relevant part of its interest in the Retained Land so long as it procures that its immediate and applicable successor in title to the whole or such part of the Retained Land (as applicable) (for the avoidance of doubt excluding the Care Home Land) enters into a deed of covenant in favour of the Transferee in a form approved in writing by the Transferee acting reasonably on or before the date of such transfer

Statutory Agreements

12.5.1 The Transferor covenants for the benefit of the Transferee to promptly and without unreasonable delay and at no cost to Transferee other than reasonable and proper legal costs and subject to there being no financial liability or works obligations being imposed on the Transferor enter into any Statutory Agreements along with such deeds of grant and/or easement and/or lease or transfer as any Relevant Authority may require in respect of the provision of Services, required to enable the construction and adoption of the Estate Roads and Service Media and Estate Sewers and shall comply fully with the terms of such Statutory Agreements and deeds and enforce the terms of such Statutory Agreements and deeds.

Planning Agreement

12.5.2 The Transferor shall from the date of this Transfer observe and perform the Owners' Covenants in the Planning Agreement (other than in relation to the making of financial contributions and only to the extent those obligations are not to be undertaken by the Transferee and/or Countryside pursuant to the Countryside Contract and the Countryside Transfer) each and every Statutory Agreement (in its capacity as landowner and without obligation to carry out the Works) and comply with any conditions in the Outline Planning Permission (except for the obligation to carry out the Works) so far as they relate to the Retained Land and shall indemnify and keep indemnified the Transferor from and against future costs, losses, claims, demands and liabilities in respect of any future breach, non-observance or non-performance thereof

Transferor's Indemnity Covenant

Include words of
covenant.

12.5.3 The Transferor **HEREBY COVENANTS** by way of indemnity only that until the Transferor has parted with its legal interest in the whole of the Retained Land, the Transferor covenants to observe and perform the covenants obligations conditions and stipulations relating to or affecting the Transferor and the Retained Land set out in the title thereto (but excluding any part or parts of the Retained Land as may be disposed of from time to time from the date of such disposition) and are still subsisting and capable of being enforced and to indemnify and keep indemnified the Transferee from and against future costs, losses, claims, demands and liabilities in respect of any future breach, non-observance or non-performance thereof.

12.5.4 The Transferor covenants with the Transferee to comply with its obligations in the Countryside Transfer to the extent set out therein and to enforce the obligations on the part of the transferee in the Countryside Transfer to the extent they relate to any part of the Retained Land in its ownership at the reasonable request of the Transferee.

RESTRICTIVE COVENANTS BY THE TRANSFEE

12.6. The Transferee with the intent to bind the Property and each and every part of it hereby covenants with the Transferor on behalf of itself and its successors in title (but not so as to have any liability in respect of any land in respect of which they cease to have any interest therein) for the benefit of the Retained Land and each and every part of it that it will at all times hereafter perform and observe the following covenants and stipulations:

12.6.1 That it will not do anything to fetter the exercise of the rights reserved under this Transfer by the Transferor or those authorised by it in this transfer or otherwise not do anything that results in a breach of any positive obligations of the Transferee herein;

12.6.2 That it will not use the Property or any part thereof for care home use or for any commercial or retail purposes.

POSITIVE COVENANTS BY THE TRANSFEE

12.7 The Transferee hereby covenants with the Transferor on behalf of itself and its successors in title for the benefit of the Retained Land and each and every part of it that it will at all times hereafter perform and observe the following covenants and stipulations PROVIDED THAT the Transferee will not be liable for any breach of the Transferee's positive covenants after it has transferred the whole of its interest in the Property or in relation to a relevant part once it has transferred the whole of its interest in the relevant part so long as it procures that its immediate and applicable successor in title enters into a deed of covenant on or before the date of such transfer in favour of the Transferor for the benefit of the Retained Land and each and every part thereof:

12.7.1 that it will at its own expense:

- (a) in carrying out the development of the Property make and construct and maintain the Estate Roads and the Estate Sewers so far as they relate to the Property and the land shown coloured brown on Plan 1 to the standards and satisfaction of the Relevant Authority or otherwise in compliance with such obligation as the case may be;
- (b) use reasonable but commercially sensible endeavours to enter into bonds and agreements pursuant to section 38 of the Highways Act 1980 and section 104 of the Water Industry Act 1991 or other required Statutory Agreement or otherwise secure the adoption by the Relevant Authority of Estate Roads and the Estate Sewers so far as they relate to the Property and the land coloured brown on Plan 1 insofar as the Transferee is required to be a party as the party responsible for delivering the Works or as landowner (as the case may be); and
- (c) complete or procure the construction of the Estate Sewers and the Estate Roads so far as they relate to the Property and the land coloured brown on Plan 1 in accordance with an Agreement under Section 278 and/or 38 of the Highway Act 1980 and section 104 of the Water Industry Act 1991 and to maintain or procure the maintenance of such Estate Roads and Estate Sewer to the standard required for adoption until actual adoption save for damage caused by the Transferor and/or the owner or owners of the land transferred by the Countryside Transfer and/or those authorised by them which shall be made good promptly by the Transferor at the Transferor's cost.

Planning Agreement

12.7.2 The Transferee shall from the date of this Transfer observe and perform the Owners' Covenants in the Planning Agreement so far as they relate to the Property provided that the Transferee can only be required to pay the agreed proportion of any financial contributions (such proportion being set out in the Countryside Contract) and such obligation shall not exceed the Transferee's obligations under the Countryside Contract and shall indemnify and keep indemnified the Transferor from and against future costs, losses, claims, demands and liabilities in respect of any future breach, non-observance or non-performance thereof

Include words of covenant.

Transferee's Indemnity Covenant

12.8.1 The Transferee **HEREBY COVENANTS** with the Transferor but by way of indemnity only from the date of this Transfer to observe and perform the covenants conditions and stipulations relating to and affecting the Property hereby transferred set out in the charges register of title to the Property (excepting financial charges) and to indemnify the Transferor and his estate and effects from and against all future costs claims actions or demands arising out of his future breach or non-observance thereof.

12.8.2 The Transferor covenants with the Transferee not to dispose of the Estate Roads or any part thereof other than to the highways authority in connection with the adoption or dedication of the Estate Roads as a public highway.

12.8.3 The Transferor covenants with the Transferee not to dispose of the Retained Land or any part thereof (not being a Permitted Disposal and excluding the Care Home Land) without such disposal containing a restriction in the terms set out below and the transferee or donee entering into a deed of covenant with the Transferee to agree to perform the Transferor's Positive Covenants and the Transferor agrees to a restriction being entered on the registered title to the Retained Land as set out below:

"No transfer or lease of the part of the registered estate is to be registered without a certificate signed by a conveyancer confirming that the provisions of paragraph 12.8.2 of the Transfer dated [] 2021 made between John Roland Pickstock, James Andrew Pickstock and Gregory Vaughan Pickstock (1) and Pickstock Homes (Telford) Limited (2) have been complied with or do not apply."

12.8.4 The Transferee is the only beneficiary of the restriction noted at clause 12.8.3 and they consent to the donee's solicitor applying to the Land Registry for the removal of the restriction at clause 12.8.3 from the title of the relevant part of the Estate Roads and Estate Sewers where the disposition is a Permitted Disposal (save where the Permitted Disposal falls within sub-clause (d) or (e) of the definition of Permitted Disposal) or when there are no further obligations of the Transferor under this Transfer and the Transferee confirm that this is a consent for the purposes of Rule 98 of the Land Registration Rules 2003.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Agreements and Declarations

12.9 It is agreed and declared as follows:

12.9.1 In this TP1 the expressions Transferor and Transferee shall include the successors in title and any assigns of the Transferor and Transferee and reference to the singular shall include the plural.

12.9.2 Words importing one gender shall be construed as importing any other gender.

12.9.3 Words importing the singular shall be construed as importing the plural and vice versa.

12.9.4 Words importing persons shall be construed as importing a corporate body and vice versa.

12.9.5 Where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons.

12.9.6 The panel and paragraph headings do not form part of this transfer and shall not be taken into account in its construction or interpretation.

12.9.7 Any reference to a paragraph is to one so numbered in this panel unless otherwise stated.

12.9.8 The Property is transferred with the benefit and burden of the matters contained or referred to in the property and charges registers of title number SL202235 (except financial charges) and the Countryside Transfer so far as they relate to and affect the Property.

Subjections:

12.10 The rights granted and reserved by this deed are granted and reserved granted subject to the relevant Transferor or Transferee:

12.10.1 entering only so much of the Property or Retained Land (but always excluding the Care Home Land) as is reasonably necessary (and not any building or buildings erected on it);

12.10.2 giving reasonable notice (except in the case of emergency when no notice shall be required);

12.10.3 causing as little inconvenience as reasonably practicable to the relevant Transferor or Transferee and the occupiers of the Property or Retained Land in the exercise of these rights;

12.10.4 making good any physical damage caused to the Property or Retained Land at its own cost and in reasonable timescales or paying reasonable compensation where the damage cannot be made good.

12.11 The Transferor agrees that in the event that the Transferor fails to comply with any of its obligations under this Transfer following service of written notice on the Transferor by or on behalf of the Transferee the Transferor hereby agrees that the Transferee shall be irrevocably and unconditionally appointed attorney for the Transferor solely for the purpose of complying with the Transferor's obligations under this Transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13 Execution

EXECUTED as a DEED by
JOHN ROLAND PICKSTOCK
in the presence of:

.....
Witness
signature:

Witness
name:

Witness
occupation:

Witness
address:

EXECUTED as a DEED by
JAMES ANDREW PICKSTOCK
in the presence of:

.....
Witness
signature:

Witness
name:

Witness
occupation:

Witness
address:

EXECUTED as a DEED by
GREGORY VAUGHAN PICKSTOCK
in the presence of:

.....
Witness
signature:

Witness
name:

Witness
occupation:

Witness
address:

EXECUTED as a DEED by
PICKSTOCK HOMES (TELFORD) LIMITED
 acting by a director
 in the presence of:

.....
 Witness
 signature:

Witness
 name:

Witness
 occupation:

Witness
 address:

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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