



Registration of a Charge

Company Name: **SHEPWAY TWO LIMITED**

Company Number: **10987667**



XAWL1C1L

Received for filing in Electronic Format on the: **27/01/2022**

Details of Charge

Date of creation: **21/01/2022**

Charge code: **1098 7667 0001**

Persons entitled: **PARAGON DEVELOPMENT FINANCE LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE SOUTH SIDE OF SHEPWAY CLOSE, FOLKESTONE CT19 5SJ REGISTERED AT H.M LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER K821988.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PETER WILLIAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10987667

Charge code: 1098 7667 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2022 and created by SHEPWAY TWO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2022 .

Given at Companies House, Cardiff on 28th 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**

DAC BEACHCROFT

Dated 21 January 2022

(1) SHEPWAY TWO LIMITED

- and -

(2) PARAGON DEVELOPMENT FINANCE LIMITED

LEGAL CHARGE

relating to

Land and buildings on the south side of Shepway Close,
Folkestone CT19 5SJ

LEGAL CHARGE (INCORPRATING AH CLAUSE) AGREED

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THIS LEGAL CHARGE is made

21 January

2022

H.M. Land Registry

Title Number(s): K821988

Administrative area: Kent: Folkestone and Hythe

BETWEEN:

Borrower: **SHEPWAY TWO LIMITED** whose registered office is at Harben House Harben Parade, Finchley Road, London, NW3 6LH (Company Registration Number 10987667)

Lender: **PARAGON DEVELOPMENT FINANCE LIMITED** whose registered office is at 51 Homer Road, Solihull, England, B91 3QJ (Company Registration Number: 03901943)

NOW THIS DEED WITNESSES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge (unless the context otherwise requires) the following words and expressions have the following meanings:

"1986 Act" the Insolvency Act 1986;

"Act of Insolvency" any one or more of the following applies in relation to the Borrower:

- (a) the Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (b) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any Indebtedness of the Borrower;
- (d) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower (other than a winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement);
- (e) any action, proceedings, procedure or step is taken for the composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (f) any action, proceedings, procedure or step

is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets (other than a winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement);

- (g) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (h) any event occurs in relation to the Borrower similar to those set out in paragraphs (c) to (g) (inclusive) under the laws of any applicable jurisdiction;
- (i) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Borrower's assets;
- (j) any Security on or over the assets of the Borrower becomes enforceable;
- (k) the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business; and
- (l) the Borrower ceases to exist, is wound up, is dissolved or is removed from the Registrar of Companies;

"Affordable Land"

Housing

the part of the Property shown edged red on plan annexed to the Affordable Housing Transfer;

"Affordable Provider"

Housing

any body or organisation that is permitted by law or other housing provider agreed by the relevant local authority and whose main function or aim is to provide and or manage affordable housing including a housing association or housing company or trust registered as a provider with the Homes England or its successor or an alternative provider of affordable housing or any company or other body approved by the Homes England for receipt of social housing grant in each case nominated by the owner of the Property and agreed by the relevant local authority who is also the purchaser of the

	Affordable Housing Land;
"Affordable Transfer"	Housing the transfers in the form annexed;
"Borrowed Money"	<p>any indebtedness of the Borrower for or in respect of:</p> <ul style="list-style-type: none"> (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money; (b) any bond, note, loan stock, debenture, commercial paper or similar instrument; (c) any acceptances under any acceptance credit or bill discounting facility (or dematerialised equivalent) or any note purchase or documentary credit facilities; (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due; (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days; (f) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise); (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of a contract; (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise); (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and

- (j) any guarantee, counter-indemnity or other assurance against financial loss that the Borrower has given for any Indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

When calculating Borrowed Money, no liability shall be taken into account more than once.

"Business Day"

any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank, statutory, public or common law holiday in England and "Business Days" is to be construed accordingly;

"Charge"

this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge;

"Charged Land"

the Property excluding the Affordable Housing Land;

"Deed of Easement"

a deed in the form of either a deed of easement or a TP1 or a TR1 (as the case may require) which grants and reserves the rights and easements mutatis mutandis set out in the Affordable Housing Transfer for the benefit of the Affordable Housing Land over the Charged Property subject to such amendments as the Borrower, the Lender and/or the Affordable Housing Provider shall agree (acting reasonably);

"Default Rate"

the default interest rate specified in the Facility Agreement;

"Encumbrance"

any mortgage, charge, pledge, lien, assignment, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment;

"Environmental Claim"

actions, proceedings, claims, demands, notices, complaints or enforcement action alleging any breach, non-performance or non-observance of Environmental Law in any way relating to the Property or the use or enjoyment of it including any resulting from any failure or omission to obtain, maintain or renew any Environmental Licence and any loss, damage, injury or penalty attaching or relating to any presence, emission, release or leak of any harmful or hazardous material in or to the environment or onto other land;

"Environmental Law"

any Law (and guidance notes and circulars having the force of Law) concerning the protection of the environment, human health or working conditions, including the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification of the same or any related matters;

"Environmental Licence"

any permit, licence, authorisation, consent or other approval required by any Environmental Law;

"Event of Default"

any of the following:

- (a) the Borrower fails to pay any of the Secured Liabilities when due (unless such failure to pay is caused by an administrative or technical error and the payment is made within 3 Business Days of the due date);
- (b) the Borrower is in breach of any of its obligations to the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach;
- (c) any representation, warranty or statement made, repeated or deemed made by the Borrower to the Lender is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect in the Lender's reasonable discretion when made, repeated or deemed made;
- (d) any Borrowed Money is not paid when due or within any originally applicable grace period;
- (e) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default however described;
- (f) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default however described;
- (g) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);

- (h) any provision of this deed or any document under which the Borrower owes obligations to the Lender is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (i) the Borrower repudiates or shows an intention to repudiate this deed or any document under which the Borrower owes obligations to the Lender;
- (j) the occurrence of an Act of Insolvency;
- (k) any order being made for the compulsory acquisition of the Property;
- (l) any event occurs (or circumstances exist) which, in the opinion of the Lender, has or is reasonably likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Borrower owes obligations to the Lender

"Expenses"

all interest, commission, fees, costs, charges and expenses (including in each case any VAT and all disbursements) which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge or in relation to the Property or breach of any provision of, and the protection, realisation or enforcement of, this Charge in each case on a full indemnity basis;

"Facility Agreement"

the facility agreement dated 9 September 2021 and made between the parties to this Charge and any variation, amendment or extension of it or supplement to it or replacement of it from time to time in force;

"Indebtedness"

any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

"Insured Risks"

fire, storm, tempest, lightning, aircraft and articles falling from them except in times of war, riot, civil commotion, malicious damage, impact by road vehicles, flood, burst and overflow of water pipes, subsidence, ground slip and heave, terrorist risks and such other risks as the Lender from time to time reasonably requires;

"Interest Rate"

the interest rate specified in the Facility Agreement;

"Law"

Act of Parliament, statutory instrument, regulation, bye-law, requirement of a competent authority, statutory body, utility company or authority, common

	law or regulation, directive or mandatory requirement of the European Union;
"Liability"	all actions, proceedings, costs, claims, demands, losses, expenses and liabilities;
"LPA"	the Law of Property Act 1925;
"Occupational Lease"	any lease, agreement for lease, licence or tenancy from time to time affecting the Property [other than the Lease;
"Overriding Interest"	(in the case of registered land) all those interests listed in schedule 3 to the Land Registration Act 2002 and (in the case of unregistered land) all those interests listed in schedule 1 to the Land Registration Act 2002 and any interests which fall within section 11(4)(c) of the Land Registration Act 2002 (including in the case of both registered and unregistered land all those interests inserted into those schedules by schedule 12 to the 2002 Act);
"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, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and any other legislation relating to town and country planning in force from time to time and all regulations and orders made or confirmed under any of them;
"Planning Agreement"	a planning obligation or agreement made pursuant to legislation relating to public or local authorities, statutory undertakers or water, drainage or highway matters;
"Prior Encumbrances"	the Encumbrances existing at the date of this Charge, details of which are set out in 2 of the schedule;
"Property"	the freehold property referred to in part 1 of the schedule and any part(s) of it and including all rights attached or appurtenant to it and all immoveable property including buildings, fixtures and fixed plant and machinery from time to time situate on it and belonging to the Borrower and (in the case of a company incorporated in the United Kingdom) all moveable property (including plant, machinery, building materials, fittings and equipment) placed on or used in or about the Property belonging to the Borrower;
"Qualifying Transfer"	a transfer of the Charged Land pursuant to a power of sale arising in favour of the Lender under this Charge;

"Receiver"

an administrative receiver, a receiver or a receiver and manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise;

"Rental Income"

the gross rents, licence fees and other monies receivable now or after the date of this Charge at any time by the Borrower in respect of or arising out of any occupation of the Property or any agreement for occupation or otherwise derived by the Borrower from the Property or otherwise paid to or received by the Borrower in respect of the Property (including all mesne profits) but excluding insurance rents or service charges;

"Secured Liabilities"

all monies, debts and liabilities which now are or have been or at any time may be or become due, owing or incurred by the Borrower to the Lender} (in each case, whether alone or jointly, or jointly and severally with any other person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise) and so that interest is computed and compounded on the terms agreed between the parties (or if not agreed as specified by the Lender) as well after as before any demand or judgment;

"VAT"

value added tax and any tax or duty of a similar nature substituted for it or in addition to it.

1.2 Miscellaneous

In this Charge:

- 1.2.1 save where otherwise expressly stated, a reference to a clause or to a schedule is a reference to a clause or schedule of this Charge;
- 1.2.2 references to any person are to be construed to include that person's successors in title and assigns;
- 1.2.3 a reference to the Property includes any part of it;
- 1.2.4 a reference to an Act of Parliament includes all derivative instruments, orders, regulations and other matters and in each case any re-enactment, amendment, consolidation or modification from time to time of that Act and any derivative instruments, orders, regulations or other matters;
- 1.2.5 the table of contents and headings to clauses and schedules or parts do not affect the interpretation of this Charge;
- 1.2.6 an obligation by the Borrower not to do something includes an obligation not to permit or allow it to be done;
- 1.2.7 where the Borrower consists of two or more persons:
 - 1.2.7.1 an obligation owed by more than one person is owed by them jointly and severally and when the Borrower is more than one person the Lender may release or compromise the liability of any one or more of those persons or grant any

- time or concession to any one or more of them without affecting the liability of the other(s);
- 1.2.7.2 a reference to the Borrower includes a reference to each person comprising the Borrower;
 - 1.2.7.3 each will be bound even if any other of them intended or expressed to be bound by this Charge is not so bound;
 - 1.2.8 any waiver by the Lender of the terms of this Charge or any consent or approval of the Lender shall not be valid unless it is in writing;
 - 1.2.9 the entry on the Property by the Lender or the taking of any action in exercise of its rights under this Charge shall not by itself result in the Lender becoming a mortgagee in possession and if the Lender or any Receiver takes possession of the Property it or he may at any time relinquish such possession;
 - 1.2.10 no delay or omission on the part of the Lender in exercising any right or remedy under this Charge will impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy;
 - 1.2.11 the Lender's rights under this Charge are cumulative and not exclusive of any rights provided by Law and may be exercised from time to time and as often as the Lender deems expedient;
 - 1.2.12 a provision of this Charge which is void or unenforceable shall be severed from all other provisions of this Charge and the remaining provisions shall continue to have effect;
 - 1.2.13 if a provision of this Charge extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law, the provision is deemed to be varied so as not to extend beyond the limitations;
 - 1.2.14 any certificate or determination of the Lender as to the amount of the Secured Liabilities or any other matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Borrower;
 - 1.2.15
 - 1.2.15.1 any release, cancellation, settlement, discharge, re-assignment or arrangement (in this clause 1.2.15 a "**Release**") made by the Lender on the faith of any assurance, security or payment shall be conditional upon that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid following an Act of Insolvency or under any Law relating to administration, liquidation, bankruptcy, or insolvency;
 - 1.2.15.2 if any such avoidance or reduction occurs or order is made the Release given by the Lender shall have no effect and shall not prejudice the right of the Lender to enforce this Charge in respect of the Property;
 - 1.2.15.3 as between the Borrower and the Lender this Charge will (notwithstanding the Release) be deemed to have remained at all times in effect and held by the Lender as security for

the Secured Liabilities;

- 1.2.16 any provision of this Charge may be amended, supplemented or novated only if the Borrower and the Lender so agree in writing;
- 1.2.17 any demand for payment made by the Lender will be valid and effective for all purposes of this Charge notwithstanding that the demand contains no statement of the relevant Secured Liabilities or that it inadvertently contains an inaccurate or incomplete statement of them;
- 1.2.18 all payments under or pursuant to this Charge (including damages for its breach) shall be made in pounds sterling to such account and in such other manner as may be agreed between the parties and, if not so agreed, as the Lender may direct;
- 1.2.19 "include", "includes" and "including" are deemed to be followed by the words "without limitation";
- 1.2.20 unless the context otherwise requires, "or" has both a conjunctive and a disjunctive meaning except where it is used in an expression involving the word "either" in which case it shall have only its disjunctive meaning;
- 1.2.21 general words introduced by "other" do not have a restrictive meaning.

2. COVENANT TO PAY

- 2.1 The Borrower covenants with the Lender to pay to the Lender or discharge all Secured Liabilities on demand.
- 2.2 If payment falls due under this Charge on any day which is not a Business Day the due date for payment will be extended to the next Business Day and interest will be adjusted accordingly.
- 2.3 If the Borrower fails to pay to the Lender or discharge any Secured Liabilities when due, the Borrower shall pay to the Lender on demand interest on that sum at the Default Rate in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liabilities from the date on which the Secured Liabilities become due until payment or discharge (both before and after judgment) which interest will accrue from day to day and may be compounded (on the terms agreed between the parties or if not agreed as specified by the Lender) to the extent that it remains unpaid.

3. SECURITY

- 3.1 The Borrower charges to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:
 - 3.1.1 by way of first legal mortgage the Property (save any moveable property placed on or used in or about the Property);
 - 3.1.2 (if the Borrower is a company incorporated in the United Kingdom) by way of first floating charge all moveable property now or from time to time placed on or used in or about the Property and belonging to the Borrower;
 - 3.1.3 by way of assignment, the Rental Income and the benefit to the Borrower of all other rights and claims to which the Borrower is now or may in the future become entitled in relation to the Property including all rights and claims of the Borrower under any insurances or any agreements, guarantees or warranties or against all persons who now are or have been or may become tenants, undertenants, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such

persons.

3.2 The Borrower covenants, at any time on written demand by the Lender, to execute as security for the payment or discharge of the Secured Liabilities a letter of set-off, charge or other security agreement or instrument over or in respect of any balance from time to time standing to the credit of any account(s) held by the Lender in such form as the Lender may require and such document or instrument shall be prepared, completed and registered by or on behalf of the Lender at the cost of the Borrower.

3.3 The Borrower covenants, promptly on demand and at the Borrower's own cost, to execute and do all such assurances, acts and things including execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Lender or any Receiver.

3.4 This Charge secures further advances.

4. DISCHARGE

If the Borrower pays to the Lender the Secured Liabilities in accordance with the covenants contained in this Charge the Lender at the request and cost of the Borrower shall duly discharge this Charge and re-assign the Rental Income and other rights and claims referred to in clause 3.1.3.

5. DEPOSIT OF TITLE DEEDS

The Borrower covenants with the Lender, subject to any prior obligation contained in a Prior Encumbrance, to deposit with the Lender, and the Lender will be entitled to hold, all title deeds and other documents relating to the Property including (if required by the Lender (and if the insurance is effected by the Borrower)) all policies of insurance.

6. REPRESENTATION AND WARRANTIES

The Borrower represents and warrants to the Lender (and such representations and warranties will be deemed to be repeated on each day until all Secured Liabilities are fully and unconditionally paid or discharged) that:

6.1

6.1.1 the Borrower has the capacity and power to enter into and perform its obligations as expressed in this Charge and has taken all necessary action to authorise the granting of interests by way of security upon the terms and conditions of this Charge and to authorise the execution, delivery and performance of its obligations as expressed in this Charge in accordance with their respective terms;

6.1.2 this Charge has been validly entered into by the Borrower and creates legal, valid and binding obligations upon the Borrower enforceable in accordance with its terms and

subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets referred to in this deed,

in favour of the Lender, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law subject to the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency,

reorganisation and other laws generally affecting the rights of creditors

6.1.3 the execution, delivery and performance by the Borrower of the terms of this Charge do not and will not conflict with or result in a breach of, in any respect:

6.1.3.1 any provision of any Law or any order, decree, permit or licence of any authority, agency or court binding on the Borrower or on any of its assets; or

6.1.3.2 the constitutional documents or resolutions of the Borrower; or

6.1.3.3 any subsisting loan stock or debenture or other deed, contract or other undertaking or instrument to which the Borrower is a party and which is binding upon it or any of its assets;

6.1.4 no Act of Insolvency has occurred;

6.1.5 no litigation, or other proceeding or claim is current or pending or, to the best of the knowledge, information and belief of the Borrower, threatened against the Borrower or any of the assets of the Borrower which could have a material adverse effect on the financial condition of the Borrower;

6.1.6 this Charge is not liable to be avoided or otherwise set aside on the liquidation, administration or bankruptcy of the Borrower or otherwise subject to the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors ; and

6.2 save as disclosed in writing by the Borrower's solicitors to the Lender's solicitors in respect of the Property before the date of this Charge:

6.2.1 the Borrower is the legal and beneficial owner of the Property;

6.2.2 there subsists no breach of any Law which materially adversely affects the market value of the Property;

6.2.3 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters which materially adversely affect the market value of the Property;

6.2.4 nothing has arisen or has been created or is subsisting which would be an Overriding Interest in respect of the Property;

6.2.5 no facility necessary for the enjoyment and use of the Property is enjoyed on terms entitling any person to terminate or curtail its use;

6.2.6 the Borrower has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in it, nor has any acknowledgement of any adverse right been given to any person in respect of the Property;

6.2.7 to the best of the Borrower's knowledge, no waste or noxious, offensive or dangerous substance has been used, disposed of, produced, stored or deposited under, on or in, or emitted from the Property;

6.2.8 the present use of the Property is a permitted use within the provisions of the Planning Acts and the Borrower has not before the execution of this

Charge carried 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 or consent has not been obtained or any valid enforcement order may be made;

- 6.2.9 there are no proceedings, actions, disputes or circumstances relating to the Property or any neighbouring property which materially adversely affect the market value or the ability to use the Property for the purposes for which it is currently used;
- 6.2.10 the Property is free from any tenancy or licence and no person (other than the Borrower) has any right (actual or contingent) to possession, occupation or use of or interest in the Property; and
- 6.2.11 all fixtures and fixed plant and equipment at the Property, other than (where the Property is leasehold property) landlord's fixtures or (where the Property is let) tenant's fixtures, are the Borrower's property free from encumbrances.

7. COVENANTS BY THE BORROWER

The Borrower covenants with the Lender:

7.1 Restrictions on dealing

Not to do nor agree to do nor purport to do the following (without the prior consent of the Lender):

- 7.1.1 create or allow to subsist or arise any Encumbrance or any right or option on the Property other than any Prior Encumbrance;
- 7.1.2 sell, convey, assign or transfer the Property or any interest in it or otherwise part with or dispose of the Property or assign or otherwise dispose of any monies payable to the Borrower in relation to the Property or grant any rights over the Property;
- 7.1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy;
- 7.1.4 part with or share possession or occupation of the Property or grant any tenancy or licence to occupy the Property;

7.2 Repair

To keep the buildings, installations and structures (whether fully built or in course of construction) and all fixtures and fittings in or on them and other erections from time to time upon the Property in good and substantial repair and good condition and in good working order (fair wear and tear excepted) and to replace any fixtures and fittings which have become worn out or otherwise unfit with new ones of equivalent quality and value;

7.3 Outgoings

To pay when due all rents, rentcharges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings (whether of a capital or income and whether of a novel nature) charged, assessed, levied or imposed upon the Property or upon the owner or occupier of the Property or payable in respect of the Property;

7.4 Covenants and Stipulations

To perform and observe all covenants, restrictions, stipulations, provisions, regulations, conditions and agreements affecting the Property or the use or enjoyment of it;

7.5 Alterations

Not to demolish, remove or suffer to be demolished or removed any building, installation or structure for the time being upon the Property or (except in connection with the renewal or replacement of it) any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, structure or material alteration or a change of use of it within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or damage the Property in any manner or by any means;

7.6 Planning

- 7.6.1 To comply in all respects with the Planning Acts and all agreements, undertakings, licences, consents, permissions or conditions entered into, granted or imposed under the Planning Acts;
- 7.6.2 Not without the prior consent of the Lender (such consent not to be unreasonably withheld or delayed) to enter into or make or agree any obligation to make any Planning Agreement;
- 7.6.3 To comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified in it or, if no time is specified, within such period as may be reasonably required by the Lender; and
- 7.6.4 To pay to the Lender in reduction of the Secured Liabilities any compensation received in respect of the Property;

7.7 Right of Entry

To permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times after at least 24 hours prior notice (except in case of emergency when no notice is required) to view the state of repair and condition of the Property and any plant or equipment on it and to do all acts and things as may in the reasonable opinion of the Lender be required to protect or preserve its security;

7.8 Statutory Notices

Within five (5) Business Days of the receipt of notice of the same by the Borrower to give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal having specific application to the Property or to the area in which it is situate, given or made by any public body or authority or in pursuance of the powers conferred by any statute, and to comply immediately with the terms of it or (if the Lender so requires or approves and at the Borrower's cost) to make such objections or representations against or in respect of such notice or order as the Lender may reasonably require and any compensation received by the Borrower as a result of any such notice or order will be applied in reduction of the Secured Liabilities;

7.9 Information

On request, to produce to or provide for the Lender such documents or information relating to the Property or its development as the Lender may require and promptly to deliver to the Lender a copy of any notice or proceedings served by any person on the Borrower relating to the Property or alleging any breach of any obligations relating to the Property;

7.10 Statutes

To comply with all obligations imposed under any present or future Law or approvals, licences or consents which apply to the Property, its use or enjoyment;

7.11 Occupational Leases

7.11.1 To perform and observe all landlord's covenants, conditions and obligations contained in any Occupational Lease;

7.11.2 To enforce the due observance and performance of all obligations of all other parties to any Occupational Lease;

7.11.3 Promptly to implement all rent reviews due under any Occupational Lease;

7.11.4 Not to waive, release or vary any of the terms of any Occupational Lease, nor to accept any surrender of any Occupational Lease, nor to exercise any power to terminate or extend any Occupational Lease, nor to grant any consent or licence, nor to conclude any rent review under it without, in each case, the prior consent of the Lender (which consent is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent);

7.11.5 To give immediate notice in writing to the Lender of any notice received or any proceedings commenced in respect of or any attempt to re-enter or to take control of goods upon any property which is the subject of an Occupational Lease and at the request of the Lender (but at the expense of the Borrower) to take such steps as the Lender may require;

7.11.6 Not without the prior consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) to give any notice under or in connection with any Occupational Lease;

7.12 Indemnity

To keep the Lender and any Receiver fully and effectively indemnified from and against all Liabilities (including VAT and any other taxes or professional fees) in respect of any breach, non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Borrower contained in this Charge or the making good of any such breach or non-observance or non-performance;

7.13 Prior Encumbrances

Duly and punctually to pay all sums payable in respect of any Prior Encumbrance (subject to any applicable agreement or arrangement as to priorities) and from time to time to produce to the Lender on demand reasonable evidence of every such payment;

7.14 Not to prejudice value

Not to do or cause anything which may materially adversely affect the market value of the Property;

7.15 Overriding/Proprietary Interests

Not without the prior consent of the Lender (not to be unreasonably withheld or delayed) to create or permit to arise or subsist any Overriding Interest in relation to the Property nor permit any person to become entitled to any proprietary right or interest in the Property;

7.16 **Compulsory Purchase**

Unless otherwise required by the Lender, not to enter into any negotiations with any competent authorities with regard to the compulsory acquisition of the Property or consent to the compulsory acquisition of the Property and, if so requested by the Lender, to permit the Lender or its representatives to conduct such negotiations or give such consent;

7.17 **Event of Default**

Promptly to notify the Lender in writing on becoming aware of the occurrence of any Event of Default or the occurrence of anything which with the giving of notice, the lapse of time or the fulfilment of any other requirement could become an Event of Default.

8. **INSURANCE**

8.1 For the purposes of this clause 8 "**Full Replacement Cost**" means the aggregate costs (including the cost of shoring up, demolition and site clearance, architects', surveyors' and other professional fees and VAT in each case) which would be likely to be incurred in rebuilding or reinstating the Property at the time when such rebuilding or reinstatement is likely to take place, having regard to all relevant factors including any increases in building costs expected or anticipated to take place at any time up to the date on which the Property is fully rebuilt or reinstated.

8.2 The Borrower covenants to:

8.2.1 insure and keep insured the Property against loss or damage by the Insured Risks to its Full Replacement Cost from time to time;

8.2.2 insure against loss of rents payable by tenants or other occupiers of the Property for a period of three (3) years or for such longer period as the Lender from time to time reasonably requires; and

8.2.3 insure against third party risks and property owner's liability in such amounts as the Lender approves.

8.3 The Borrower covenants promptly upon request by the Lender to produce to the Lender a copy or sufficient extract of every policy together with the premium receipt or other evidence of payment and ensure that any policy of insurance contains an undertaking by the insurer to notify the Lender promptly in writing if the premiums or other monies payable under such policy are not paid when due and to refrain from cancelling such policy by reason only of the non-payment of such monies for a period of at least twenty (20) Business Days from the due date.

8.4 The Borrower covenants to ensure that each insurance maintained pursuant to clauses 8.2 and 8.5:

8.4.1 is maintained with reputable insurers previously approved by the Lender in the joint names of the Lender and the Borrower (and, in the case of insurance by a third party, the third party), and such other names as the Lender may from time to time allow, as composite insureds and that (subject to the rights of any person having the benefit of a Prior Encumbrance or other third party permitted under this Charge) all monies payable by the insurer are paid to the Lender which alone will be entitled to give a good discharge for the same;

8.4.2 provides that the insurance will not be rendered void, voidable or unenforceable as against the Lender by reason of any act, omission, breach of warranty or non-disclosure by the Borrower (and, in the case of

insurance by a third party, the third party) and their respective officers, employees and agents or any other person; and

8.4.3 is on such terms as the Lender approves and contains such provisions for the protection of the Lender as the Lender may require and such terms and provisions will not be capable of being altered without prior approval of the Lender (such approval not to be unreasonably withheld or delayed).

8.5 Where the insurance policy is effected by any person having the benefit of a Prior Encumbrance or some other third party the Lender shall not require the Borrower to effect separate insurance of the Property so long as such insurance complies with the provisions of this clause 8 and is on terms reasonably satisfactory to the Lender.

8.6 Subject to the rights of any person having the benefit of a Prior Encumbrance or other third party permitted under this Charge:

8.6.1 any monies received by virtue of any insurances relating to the Property will be applied in repaying or reducing the Secured Liabilities or (if the Lender so requires) in repairing, replacing, restoring or rebuilding the Property; and

8.6.2 all monies received under any such insurance will be held in trust for the Lender pending such application.

9. ENVIRONMENTAL MATTERS

The Borrower covenants with the Lender:

9.1 At all times to obtain and maintain, and comply with all terms and conditions of, all relevant Environmental Licences required for the Property and for the conduct of any business carried on at the Property and not knowingly to do or omit to do anything likely to cause any such Environmental Licence to be varied;

9.2 Not to bring onto or allow to be on the Property or to be discharged from it any substance which may cause harm to the health of living organisms or interference with the ecological systems of which it forms part (including in the case of man, harm to his property) or which may cause harm to the quality of the water environment;

9.3 Promptly upon receipt of the same to notify the Lender of any Environmental Claim;

9.4 To keep the Lender and any Receiver fully and effectively indemnified from and against all Liabilities caused wholly or partly by:

9.4.1 the making of any Environmental Claim against the Lender, any Receiver or the Borrower in respect of the Property or any business operations or activities on it; or

9.4.2 any Liability or potential Liability upon the Lender or any Receiver to remedy, clean-up or make good any breach, non-observance or non-performance of any Environmental Law or any harm, actual or potential, to the environment caused wholly or partly by any release, emission or discharge of any harmful or hazardous material from, in or to the Property.

10. POWER TO REMEDY

If the Borrower fails to perform or observe any covenant or condition on the Borrower's part contained in this Charge, it will be lawful (but not obligatory) for the Lender, in order to make good such failure and at the Borrower's cost, to do all or any of the following:

10.1 to enter upon the Property and effect such repairs or other works as the Lender considers necessary;

- 10.2 to take such action as the Lender considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal, given, served or made under any Law or otherwise likely to affect the Property;
- 10.3 to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary;
- 10.4 to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any Liability in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments as the Lender considers necessary in that behalf.

11. EVENTS OF DEFAULT

If an Event of Default occurs then the Secured Liabilities shall become immediately due and payable.

12. ENFORCEMENT

Section 103 of the LPA will not apply to this Charge and the statutory powers of sale and appointing a Receiver under sections 101 and 109 of the LPA (as varied and extended under this Charge) will arise on the execution of this Charge and will become immediately exercisable without the restrictions contained in the LPA as to the giving of a notice or otherwise at any time after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Event of Default.

13. APPOINTMENT AND POWERS OF RECEIVER

- 13.1 At any time after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Event of Default or if requested by the Borrower, the Lender may appoint by writing any person(s) (whether an officer of the Lender or not) to be a Receiver of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 13.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 13.3 The Receiver shall (so far as the Law permits) be the agent of the Borrower (who will alone be personally liable for his acts, defaults, omissions and remuneration) and will have and be entitled to exercise all powers conferred by the LPA and the 1986 Act in the same way as if the Receiver had been duly appointed under them and in addition to, but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers), the Receiver will have power in the name of the Borrower or otherwise to do all or any of the following on such terms and conditions, for such purposes and in such a manner as the Receiver thinks fit, namely:
 - 13.3.1 take possession of, collect and get in the Property and for that purpose take proceedings;
 - 13.3.2 redeem any Prior Encumbrance or procure the transfer of any such Prior Encumbrance to the Receiver or settle and pass the accounts of any person having the benefit of a Prior Encumbrance and any accounts so settled or passed will be conclusive and binding on the Borrower and the Borrower shall pay on demand all principal monies, interest, costs, charges and expenses in connection with any such action;
 - 13.3.3 pay any rent or other outgoings and payments charged on or otherwise relating to the Property or the ownership, occupation or use of it;
 - 13.3.4 carry out any building operations on the Property (including any repairs and

- improvements) or to the use of the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences;
- 13.3.5 borrow monies from the Lender or others on the security of the Property or otherwise;
 - 13.3.6 provide facilities and services for tenants and generally manage the Property;
 - 13.3.7 collect income, rent or other due receipts from the Property and give receipts and releases for any sums received;
 - 13.3.8 if the Property is leasehold, vary the terms of or surrender the Lease or take a new lease of it and so that any such new lease will by that very fact become charged to the Lender on the terms of this Charge so far as applicable and execute a formal legal charge over any such new lease in favour of the Lender in such form as the Lender may reasonably require;
 - 13.3.9 sell, transfer, assign or let, or concur in selling, transferring, assigning or letting the Property and grant rights or licences over the Property;
 - 13.3.10 vary the terms of, terminate, grant renewals of or accept surrenders of Occupational Leases or tenancies of the Property or any rights or easements relating to or affecting the Property;
 - 13.3.11 cancel or otherwise terminate any agreements or contracts relating to the Property;
 - 13.3.12 acquire by purchase, lease or otherwise any further assets or rights which in the Receiver's opinion will benefit the Property;
 - 13.3.13 bring, prosecute, enforce or defend any actions or proceedings or refer to arbitration or make any arrangements or compromise relating to the Property;
 - 13.3.14 enter into bonds, covenants, commitments, guarantees, indemnities and like matters and make all payments needed to effect, maintain or satisfy them in relation to the Property;
 - 13.3.15 effect insurances of or in connection with the Property;
 - 13.3.16 employ persons in connection with the Property;
 - 13.3.17 take any other action for the preservation or improvement of this security or as may be considered to be incidental or conducive to any of the matters or powers mentioned above and which the Receiver lawfully may do;

Provided that the Receiver will not be authorised to exercise any of the above powers if the Lender excludes in writing the same whether in or at the time of his appointment or subsequently.

- 13.4 The provisions of section 109(6) and (8) (remuneration of receiver and application of monies received) of the LPA shall not apply and any monies received by the Receiver in the exercise of his powers under this Charge and under Law will be (so far as the Law permits) applied by him as follows:

- 13.4.1 in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;
- 13.4.2 in payment of his remuneration;

- 13.4.3 in payment to the Lender of monies whether for principal, interest or otherwise in arrear or accruing due under this Charge and any balance shall be paid to the person(s) entitled to it.

14. LENDER'S LIABILITY / INDEMNITY

- 14.1 In no circumstances will the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any monies except those actually received unconditionally and irrevocably by the Lender which have not been distributed or paid to the Borrower or other person entitled to them or at the time of payment honestly and reasonably believed by the Lender to be entitled to them.
- 14.2 The Lender will be under no obligation to take any steps or institute any proceedings for the recovery of the Secured Liabilities and in no circumstances will the Lender be liable to the Borrower or any other person for any Liabilities arising from or connection with any realisation of the Property or from any act, default, omission or misconduct of the Lender or the Receiver or their respective officers, employees or agents in relation to the Property or in connection with this Charge (or the Facility Agreement) except to the extent that they are caused by the Lender's or (as the case may be) the Receiver's own fraud, negligence or wilful misconduct or that of their respective officers, employees or agents.
- 14.3 The Borrower shall, notwithstanding any release or discharge of the Property as security, indemnify the Lender and any Receiver against any Liability which the Lender or any Receiver may sustain as a consequence of any breach by the Borrower of the provisions of this Charge or the exercise or purported exercise of any of the rights and powers conferred on them by this Charge, or otherwise relating to the Property.
- 14.4 All the provisions of this clause 14 will apply (with the necessary changes) in respect of the Liability of any Receiver or any officer, employee or agent of the Lender or any Receiver.

15. PROTECTION OF THIRD PARTIES

- 15.1 Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which the Lender or any Receiver is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver.
- 15.2 All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the 1986 Act or in any other Law for the time being in force will apply to any person purchasing from or dealing with the Lender or any Receiver.

16. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are by this Charge extended so as to authorise the Lender, whether in the name of the Lender or in that of the Borrower, to grant lease(s) of the Property with such rights relating to other parts of it and containing such covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

17. POWER OF ATTORNEY

- 17.1 The Borrower by this Charge irrevocably appoints the Lender and any Receiver jointly and also severally the attorney(s) of the Borrower for the Borrower and in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to execute as a deed and otherwise perfect any instrument or act which may be required

or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge.

17.2 The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause 17 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 Charge.

17.3 The power of attorney granted by this Charge is irrevocable and for value as part of the security constituted by this Charge.

18. LENDER'S RIGHTS

18.1 All powers of any Receiver may be exercised by the Lender whether as attorney of the Borrower or otherwise.

18.2 The Borrower agrees that:

18.2.1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures belonging to the Borrower and sell them separately from the remainder of the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;

18.2.2 if the Borrower is not a company incorporated in the United Kingdom:

18.2.2.1 the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, sell or otherwise deal with any moveable property situate at or on the Property;

18.2.2.2 the Lender will have no liability to the Borrower for any loss or damage incurred in connection with any such removal, storage, sale or dealing;

18.2.2.3 the Borrower will indemnify the Lender against all expenses incurred by the Lender in relation to such property and against all Liabilities if the Lender disposes of any such property which does not belong to the Borrower;

18.2.2.4 the Lender will account to the Borrower for the proceeds of any sale after deducting any expenses and other sums due under this Charge; and

18.2.2.5 the provisions of this Charge will not grant the Lender any rights in or any charge or security over any moveable property or the proceeds of any sale of it;

18.2.3 it shall be lawful for the Lender to enter into any arrangement or accept any composition in relation to the Secured Liabilities without the concurrence of the Borrower and any such arrangement or composition will be binding on the Borrower.

18.3

18.3.1 If the Lender at any time receives, or is deemed to have received, notice either that the Borrower has encumbered or disposed of the Property or any interest in it or of the commencement of the winding up, administration or administrative receivership of the Borrower, the Lender may open a new account in the name of the Borrower (whether or not it permits any existing account to continue).

18.3.2 If the Lender does not open such new account it will nevertheless be treated as if it had done so at the time, as the case may be, when the notice was received, or was deemed to have been received, of the encumbrance or disposal or the commencement of the winding up, administration or administrative receivership.

18.3.3 All subsequent payments by or on behalf of the Borrower to the Lender will be treated as having been credited to such new account of the Borrower and not as having been applied in discharge or reduction of the amount due from the Borrower to the Lender as at the time when the Lender received, or is deemed to have received, such notice.

19. CONTINUING SECURITY

19.1 This Charge will be a continuing security to the Lender notwithstanding any settlement of account or other matter and will be in addition to, and will not prejudice or affect or be prejudiced or affected by, any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and will continue in full force and effect as a continuing security until discharged.

19.2 Section 93 of the LPA will not apply to this Charge.

20. SET-OFF

20.1 The Lender may, without notice to the Borrower, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by the Lender for the account of the Borrower in or towards satisfaction of the Secured Liabilities or any of them.

20.2 For the purposes of exercising any rights either under this clause 20 or any rights under the Law, the Lender may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Lender's opinion fairly reflects prevailing rates of exchange.

20.3 The Lender is not obliged to exercise any of its rights under this clause 20 which will be without prejudice and in addition to any rights under the Law.

20.4 In this clause 20 rights under the Law means any right of set-off, combination or consolidation of accounts, lien or similar right which the Lender has under any applicable Law.

21. NOTICES

21.1 Any notice or demand by the Lender hereunder shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter post to the registered office address of the Borrower

21.2 Any such notice or demand given or made under clause 21.1 shall be deemed to have been served on the Borrower:

21.2.1 at the time of delivery to the address referred to in clause 21.1 if sent by hand;

21.2.2 at the earlier of the delivery or 10.00am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is made, at the earlier of the time of delivery or 10.00am on the next succeeding day on which delivery of letters is scheduled to be made), if sent by prepaid first class letter post;

21.2.3 on the expiry of 72 hours from the time of despatch, in any other case.

DACB
authorised
by the parties

25th Floor, 20 Fenchurch Street, London
EC3N 3BY

21.3 Service of legal proceedings in the manner described in clause 21.1 shall be deemed to constitute good service.

21.4 Any notice or communication must be received by the Lender at the Head of Property Lending at Paragon Development Finance Limited, ~~51 Homer Road, Solihull, England, B91 3QJ~~ and the Lender may change its nominated service details by prior notice to the Borrower.

22. TRANSFERS

22.1 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.

23. AFFORDABLE HOUSING LAND TRANSFER

23.1 It is the intention of the Borrower and the Lender that the Affordable Housing Land will be released from this Charge in the event the Borrower exchanges contracts for the sale the Affordable Housing Land to an Affordable Housing Provider and it is intended that the terms of this Charge shall thereafter bind the Charged Land only.

23.2 In the event that the Affordable Housing Land and the Charged Land fall into separate ownership either by way of:

23.2.1 completion of the sale of the Affordable Housing Land to the Affordable Housing Provider; or

23.2.2 the Lender transferring the Charged Land pursuant to a Qualifying Transfer;

the Lender will in relation to 23.2.1 consent to and in relation to 23.2.2 procure the grant of a Deed of Easement for the benefit of the Affordable Housing Land over the Charged Property;

23.3 The Lender agrees not to assign or transfer the whole or any part of this Charge without obtaining from the person or entity taking an interest in the Charge a direct covenant with the Borrower to comply with the terms of this clause insofar as the same affect the Charged Property ;

23.4 The Lender agrees with the Borrower to apply to the Chief Land Registrar to enter a restriction in the registers of the Property in the following terms (or such other terms of similar effect as may be acceptable to the Land Registry):

"No disposition of the registered estate by the proprietor of the registered charge dated [] referred to above is to be registered without a certificate signed by a conveyancer that the provisions of clause 23.2 of the Legal Charge dated [] between (1) Shepway Two Developments Limited (2) Paragon Development Finance Limited have been complied with or do not apply. (Form S)"

24. GOVERNING LAW AND JURISDICTION

24.1 This Charge and the rights and obligations of the parties under it will be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

25. COSTS AND INDEMNITY

24.1 Costs

The Borrower shall on demand reimburse the Lender on a full indemnity basis, for all fees, costs and expenses (including legal fees, disbursements and value added or any similar tax) reasonably and properly incurred by the Lender or any Receiver in connection with:

24.1.1 any actual or proposed amendment, supplement, variation, discharge, consent or waiver relating to this Charge;

24.1.2 any actual or attempted preservation, exercise or enforcement of any rights or remedies under or in connection with this Charge,

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

24.2 Indemnity

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

24.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

24.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

24.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 24.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

26. APPLICATION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any person will be entitled to enforce any provisions of this Charge who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.

27. REGISTERED LAND

The Borrower consents to and authorises the Lender to apply to the Chief Land Registrar for the following restriction in Form P to be entered on the proprietorship register of the Borrower's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated { } in favour of Paragon Development Finance Limited referred to in the charges register (or their conveyancer)."

and the Borrower shall support any such application in such manner as the Lender reasonably requires.

This Charge is executed as a deed and is delivered and takes effect on the date set out at the beginning of this Charge.

THE SCHEDULE

Part 1

The Property

All that freehold property known as land and buildings on the south side of Shepway Close, Folkestone CT19 5SJ registered at H.M. Land Registry with absolute title under title number K821988.

Part 2

The Prior Encumbrances

None

EXECUTED AS A DEED by **SHEPWAY TWO**)
LIMITED acting by a director in the presence of a)
witness:

Director

In the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

SARAH CAJES

SARAH CAJES

BRACKERS LLP

MAIOTAGE

KENT

EXECUTED AS A DEED by **PARAGON**)
DEVELOPMENT FINANCE LIMITED acting by its)
attorney *PETER WILLIAMS* under)
a power of attorney dated 30 September 2021 in the
presence of a witness:

P. Williams
for Paragon Development
Finance Limited

Signature of witness

Name (in BLOCK CAPITALS)

Address

HARDMAN

HARDMAN DELANEY

5 HARDMAN ST

MANCHESTER

M3 3HF

TP1

DATED

2021 1

SHEPWAY TWO LIMITED (1)

and

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE (2)

TRANSFER

relating to

Building AP2

SHEPWAY CLOSE FOLKESTONE KENT CT19 5SJ

Brachers LLP
Somerfield House
59 London Road
Maidstone
Kent ME16 8JH
Matter: SHE6054.3

**Land Registry
Transfer of part
of registered title(s)**

TP1

1. Title number(s) out of which the property is transferred:

K821988

2. Other title number(s) against which matters contained in this transfer are to be registered, if any:

3. Property:

BUILDING AP2
SHEPWAY CLOSE FOLKSTONE KENT CT19 5SJ

The Property is identified on the attached plan and shown edged red

4. Date:

202 []

5. Transferor:

SHEPWAY TWO LIMITED incorporated and registered in England and Wales with company number 10987667

6. Transferee for entry in the register:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

7. Transferee's intended address(es) for service for entry in the register:

Civic Centre, Castle Hill Avenue, Folkestone, Kent. CT20 2QY

8. The transferor transfers the property to the transferee

9. Consideration

The Transferor has received from the Transferee for the property the following sum (in words and figures): Nine Hundred and Ninety-Six Thousand Pounds ¹ (£996,000.00)
The transferor transfers with full title guarantee

¹ Consideration for AP2 £996,000

10. Declaration of trust

None

11. Additional provisions

11.1. Definitions and Interpretations

1. The following definitions apply unless the context requires otherwise:-

"the Authorities" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations which shall include but not be limited to highway planning and undertakings responsible for the supply of water gas electricity telecommunications suppliers media and similar services and any other authority or body or company to which the powers of such authority body or company are delegated

"the Managed Land" means the land shown coloured green on the Plan together with the Estate Roads, the Accessway the Estate Sewers and the Visitor Parking Bays

"the Managed Land Owner" means the Transferor until the freehold in the Managed Land is transferred to the Management Company at which point it means the Management Company or such other person or body that from time to time is the proprietor of the freehold interest in the Managed Land

"the Development" the land at premises at Shepway Close Folkestone Kent CT19 5SJ and the buildings to be constructed thereon shown edged blue on the Plan now and formerly comprised in title number K821988

"the Estate Road" means the road and footpath constructed within the Development shown coloured brown on the Plan

"the Footpath" means the pathway between the points marked "A" and "B" on the Plan

"the Building" means the building erected or being erected on the Land Transferred

"the Land Transferred" means the freehold land (forming part of the Development) which is shown edged red on the Plan

"the Management Company" means Shepway Two Management Company Limited (Company Number: 13798039) Harben House Harben Parade, Finchley Road, London, United Kingdom, NW3 6LH

"the Plan" means the Plan attached to this transfer

"the Planning Agreement" the agreement dated 23 December 2020 between Transferee and The District Council of Folkestone and Hythe pursuant to section 106 of the Town and Country Planning Act 1990 as amended by a letter from Folkestone and Hythe District Council dated 26th August 2021 relating the provision of affordable housing

"the Property" and "Party Boundaries" are defined in the First Schedule below

"Projections" all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence posts, wall piers and similar projections

"Accessway" means the roadway coloured cross hatched blue on the Plan

"Service Installations" means sewers, drains, culverts, channels, pipes, watercourses, gutters, mains, wires, cables, ducts, flues, soakaways, lamp posts and any other equipment for the supply of water, electricity, gas or communication signals or for the disposal of foul or surface water or fumes or the provision of street lighting

"Service Suppliers" means the bodies having power to deal with the installation and/or supply of water, gas, electricity and communication services and the drainage of foul and surface water and also the Highway Authority

"Specified Period" means a period of 80 years starting on the date of this transfer.

"the Transferee" means the District Council of Folkestone and Hythe and their successors in title

"the Transferor" means Shepway Two Limited and its successors in title to the parts of the Development now owned by it

"Visitor Parking Bays" means the parking bays located on the Managed Land and shown tinted red and marked with a "V" on the Plan

11.2. Rights granted for the benefit of the Property

The Property is transferred together with the rights set out in the Second Schedule (which so far as not already in existence are granted by this transfer).

11.3. Rights reserved for the benefit of other land

There are excepted and reserved the rights set out in the Third Schedule (which so far as not already in existence are reserved by this transfer)

11.4. Covenants by the Transferee

11.4.1. To the intent and so that this covenant binds the Property whoever owns it the Transferee covenants for himself and his successors in title with the Transferor for the benefit of the unsold part of the Development and each and every part of it and with the persons who now own any freehold estate in each and every part of the Development capable of benefiting from this covenant to observe and perform the covenants in the Fourth Schedule below and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally.

11.4.2 The Transferee hereby covenants with the Transferor and (specifically) with the Managed Land Owner to observe and perform the covenants set out in the Fifth Schedule hereto and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally.

PROVIDED THAT upon any Transfer of the Property the obligations of the Transferee in respect of any restrictive covenant contained above shall cease in respect of any future observance

11.5. Covenants by the Managed Land Owner

The Managed Land Owner (the Transferor from the date hereof and the Management Company from the date of the transfer of the Managed Land into its name) covenants to observe and perform the obligations set out in Part 1 of the Sixth Schedule provided that the Transferor shall not be personally liable in respect of any restrictive covenant after it has parted with all its interest in the Managed Land save in respect of any antecedent breach of the terms thereof

11.6. Agreement

The Transferee hereby agrees with the Transferor (insofar as their consent might otherwise be

required) in order so far as the law permits to bind themselves and their successors and assigns and the persons deriving title under them to consent to the Transferor (or persons deriving title under the Transferor or authorised by the Transferor) carrying out any works referred to in Section 2 of the Party Wall Etc Act 1996 which are authorised by planning permission without the necessity for service of a party structure notice under Section 3 of that Act; provided that all the obligations provisions rights and requirements and standards of the Act are followed observed performed and respect as if the said notice had been served

11.7. Restrictions

The Parties hereby jointly apply to the Chief Land Registrar for the registration of a restriction in the register of the title of the Property in the following terms:

"No disposition of the registered estate (other than a charge) 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 Shepway Two Management Company Limited (Company Registration No 13798039) Harben House Harben Parade, Finchley Road, London, United Kingdom, NW3 6LH that the provisions of paragraph 10 of the Fourth Schedule to the transfer dated 202[] referred to in the Charges Register have been complied with."

11.8. Interpretation Act

The Interpretation Act 1978 shall apply to this transfer as to an Act of Parliament

11.9. The Contracts (Right of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to this transfer and no third party can enforce the provisions of this transfer

11.10. Disputes

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

11.11. Nature of Document

This Transfer is a deed and shall be treated as having been executed and delivered on it being dated

THE FIRST SCHEDULE (The Property)

1. "The Property" means:-
 - 1.1. the Land Transferred; and
 - 1.2. the Building; and
 - 1.3. all other buildings and structures now or later erected on the Land Transferred and;
 - 1.4. all Service Installations now or later exclusively serving the House or any building or structure mentioned in paragraph 1.3 above (including any installations which extend beyond the boundaries of the Land Transferred at ground level)
 - 1.5. all service installations not exclusively serving the House that serve the House and are therein or thereon
2. The Property does not include any Service Installations on or under the Property which are adopted or are intended to be adopted by the appropriate Service Supplier before or after completion of the Development and any Service Installations on or under the Property which are not adopted or intended to be adopted and which do not serve the Property
3.
 - 3.1. "Party Boundaries" means any part of a wall, fence or hedge or any boundary between the Property and any other part of the Development
 - 3.2. Maintenance of Party Boundaries is to be at the joint and equal expense of the Transferee and the registered proprietors from time to time of the adjoining plot concerned

THE SECOND SCHEDULE (Rights Granted)

The following rights are granted to the Transferee and all persons authorised by the Transferee (in common with all others having a similar right)

1.
 - 1.1. The right to connect in to and use for the passage of water, soil, fumes, gas, electricity and communication signals from and to the Property through the Service Installations which are now or may later be in neighbouring parts of the Development and used by the Property
 - 1.2. All rights over other parts of the Development necessary for inspecting, cleaning, repairing, maintaining and renewing the Service Installations referred to in paragraph 1.1 above
 - 1.3. The rights granted by paragraph 1.1 and 1.2 above extend only to Service Installations already laid or constructed or to be laid or constructed within the Specified Period or replacements of those Service Installations
 - 1.4. The Transferee must comply with any reasonable requirements of the Transferor to make good all damage caused by exercising the rights granted by paragraph 1.1 and 1.2 above
2. The right of lateral and subjacent support and protection for the Building and any other building on the Property by and from the adjoining parts of the Development and any

buildings erected or being erected on them

3.

3.1. The right to enter other parts of the Development on giving at least forty eight hours notice to occupiers of those parts (except in case of emergency) as necessary with or without agents, professional advisers, workmen and equipment

3.1.1 to inspect or carry out works of repair and maintenance of the Property; or

3.1.2 to inspect, repair, maintain, install, re-reroute or replace any Service Installations serving the Property; or

3.1.3 for the performance and observance of the Transferee's obligations or the exercise of his rights under this Transfer

3.2. The Transferee is to make good all damage caused by exercising the rights granted by paragraph 3.1 above

4. The benefit of all covenants which have been made by other owners of any part of the Development and which can benefit the Property

5. The right of way on foot or with vehicles at all times for all reasonable purposes over the Estate Road

6. The right to connect into and use the Estate Sewers

7. The right to keep and use on any adjoining parts of the Development any Projections from the Property as constructed by the Transferor

8. The right of way on foot and with vehicles over the Accessway.

9. The right to park a vehicle of the type specified in Paragraph 3.1.1 Fourth Schedule hereof in any Visitor Parking Bay on the Managed Land if such space is available for periods not exceeding 24 hours and without returning within 24 hours

10. Similar rights to those granted or reserved to the paragraph 3 of the Third Schedule

THE THIRD SCHEDULE (Exceptions and Reservations)

The following rights are reserved out of the Property for the Transferor the owners of other parts of the Development, the Authorities and all persons authorised by any of them (in common with the Transferee)

1. The rights over the Property equivalent to those set out in paragraph 1, 2, 3 and 4 of the Second Schedule which have been or are to be granted to the registered proprietors of the other parts of the Development adjoining or neighbouring the Property

2.

2.1. The right for the persons specified in paragraph 2.3 below of access to and entry upon the Property (on giving reasonable notice) in order to lay, make, inspect, clean, repair and renew any of the Service Installations specified in paragraph 2.4 below.

2.2. The right for the persons specified in paragraph 2.3 below:

2.2.1. to connect the Service Installations specified in paragraph 2.4 to any Service

Installations on or under the Property and

2.2.2. to use any Service Installations on or under the Property

2.3. The rights reserved by paragraphs 2.1 and 2.2 above may be exercised by the Transferor and the Service Suppliers, and their respective employees and contractors

2.4. The rights reserved by paragraph 2.1 and 2.2 above relate to any Service Installations serving any part of the Development

2.5. The persons exercising the rights reserved by paragraph 2.1 and 2.2 above must cause as little damage and disturbance as reasonably possible and make good all damage caused by exercising those rights

3. The right for the Transferor and its employees and agents of access to and entry upon the Property (on giving at least forty eight hours' notice except in case of emergency):-

3.1. to carry out works of construction, maintenance or repair on any other part of the Development (including erection of scaffolding on the Property if necessary) or

3.2. to inspect any other part of the Development or any adjoining or neighbouring land

The Transferor must comply with any reasonable requirements of the Transferee, cause as little damage or disturbance as is reasonably possible and make good all damage caused by exercise of these rights to a reasonable standard

4. The right for the Transferor to develop the remaining parts of the Development notwithstanding that the supply of light or air to the Property is diminished or obstructed. The Transferee is not to become entitled to any right of light or air or other easement (except those expressly granted by this Transfer) which would or might interfere with or affect the unrestricted use for building purposes of the remaining parts of the Development or by the Transferor provided this shall only relate to the Development for which the Transferor currently has planning consent

5. The Transferor is not to be liable to the Transferee or his successors in title for any breaches of covenant or conditions committed by the purchasers of any other plot on the Development and the Transferor is not obliged to take proceedings to enforce those covenants restrictions stipulations and conditions

6. The right for the Transferor and all persons authorised by him in connection with the construction development and sale of the remaining part or parts of the Development to enter the Property (but not the Building) at reasonable times during the daytime upon reasonable prior notice for any reasonable purpose connected with the establishment and maintenance of a landscaping scheme upon the Property and/or the Development in conformity with any requirement of the local planning authority causing as little damage and disturbance as is reasonably possible and making good any damage caused and only if there is no reasonable alternative way of achieving the same without such entry

7. The right of way on foot and with bicycles only over those parts of the Footpath lying within the boundaries of the Property

THE FOURTH SCHEDULE
(Covenants by the Transferee)

1. Party Services and Structures

1.1. To inspect repair maintain renew and (where applicable) clean all Service Installations within the boundaries of the Property except those which exclusively serve a single other property on the Development

-
- 1.2. To pay a fair proportion of the expenses of inspecting repairing maintaining renewing and (where applicable) cleaning any Service Installations which are used or to be used in common by the Transferee and the registered proprietors of adjoining or neighbouring premises on the Development
 - 1.3. To join with the registered proprietors for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any Party Boundaries (as defined in the First Schedule) and to pay a fair proportion of the cost of any such works
 2. Parking
 - 2.1. Not to park any trade vehicle exceeding 3.5 tons caravan trailer or boat or temporary structure of any kind on the Property or on any other part of the Development except:
 - 2.1.1. private motor cars private motorcycles and light commercial vans (which for the avoidance of doubt will have a gross vehicle weight not exceeding 3.5 tonnes and does not include pick up trucks) may be parked in the parking space within the boundaries of the Property and (if available) in the Visitor Parking Bay on the Managed Land
 - 2.1.2. vehicles delivering or collecting goods may be parked temporarily on designated parking spaces
 - 2.2. Subject to paragraph 8 of the Second Schedule, not to deposit or leave or permit anyone to deposit or leave anything on the Managed Land or on the Accessway or to obstruct them or permit them to be obstructed.
 - 2.3. Not to allow any occupier of or visitor to the Property to infringe covenants 2.1- 2.2 above
 3. Use
 - 3.1. Not to use or permit the Property to be used for any purpose other than for private dwellings with parking space
 - 3.2. Not to do or permit any act to be done on the Property or the Managed Land which may constitute an actionable nuisance to the Transferor or to the registered proprietors or occupiers of any other dwelling on the Development or any neighbouring property.
 - 3.3. Not to light bonfires on the Property at any time.
 - 3.4. Not to light barbeques or bonfires on any part of the Managed Land at any time and not to play or permit to be played games or sports on the Managed Land nor make any undue noise on the Managed Land nor take or permit to be taken onto the Managed Land any dog or other animal save on a lead or under control with a person in order to gain access to or egress from any vehicles parked in the parking space or as a means of access to or egress from the Property
 - 3.5. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance (subject to being provided with a copy of the same) on the Managed Land or any part of them or which may cause an increased premium to be payable
 - 3.6. Not to erect any clothes lines nor hang out any washing on any external part of the Property or the House other than in the rear garden of the Property at ground floor level
 4. Notice
-

Not to display or exhibit on any part of the Property any advertising hoarding, poster, flag, sign or notice board other than a notice board giving the name of the Property or advertising the sale or letting of the Property and the Transferor may remove at any time without notice any item displayed or exhibited in contravention of this covenant.

5. Trees and Shrubs

5.1. To maintain any trees or shrubs planted on the Property by the Transferor in compliance with the landscaping requirements of the local planning authority, in a healthy condition, watered, fertilised and pruned as necessary to achieve this and from weeds and litter.

5.2. Not to plant or permit to grow in or on the Property any coniferous trees and in particular any leylandii (but Christmas trees of the usual type and size shall be permitted seasonally and also dwarf conifers not exceeding 2 metres in height)

6. Buildings

6.1. Not to erect or permit the erection of any dwelling on the Property in addition to the Building (and whether detached from or attached to or on top of the Building) but this restriction shall not prevent the construction of a building of a similar size and for the same use as the Building on the site of the Building if the Building is demolished or destroyed at any time.

6.2. Not within 3 years from the date of this Transfer:

6.2.1. to erect or permit the erection of any building or structure except for those erected by or with the written consent of the Transferor such consent not to be unreasonably withheld or delayed; or

6.2.2. to alter or permit the alteration of the external appearance of any building or structure door or window erected by or with the written consent of the Transferor such consent not to be unreasonably withheld or delayed.

6.3. To maintain the Building and all other buildings erected on the Property and all of the boundary fences and walls in good repair and condition.

6.4. Not to erect any building fence wall or other structure over any drains sewer or associated works now or within the Specified Period to be laid on the Property nor within three metres measured horizontally of any such sewer under or near the Property without the written consent of the relevant service supplier

7. Specific Documents

Not to do or suffer to be done in or upon the Property any act which may be a breach of:

7.1. The conditions subject to which planning permission for the construction of the Development was granted; and

7.2. Any covenants or otherwise binding upon the Property or the owner or occupier thereof.

8. Existing Covenants

To perform and observe the restrictive and other covenants referred to in the title number in Panel 1 so far as they relate to the Property and are still effective and to indemnify the Transferor against any liability resulting from their future breach or non-observance

9. Transfer

Not to transfer sell or otherwise dispose of the Property without first procuring that the buyer or other disponee enters into a Deed of Covenant in the form set out in the Eighth Schedule and (where the transferor is a director or company secretary of the Management Company) without first resigning as a Director and/or Company Secretary (as appropriate) of the Management Company and using all reasonable endeavours to procure that the buyer or other disponee is appointed as a Director and/or Company Secretary in place of the Transferee.

10. Aerials and Satellite Dishes

Not to erect or install on any part of the exterior of the Property or the House any aerial, dish or other apparatus for the receipt of broadcast signals other than in a position which is not visible from the Managed Land except where the placing of said apparatus is necessary to receive a clear and unobstructed signal from the satellite and in the event of any dispute relating to this covenant the matter shall be referred for determination by the Managed Land Owner whose decision shall be final.

**THE FIFTH SCHEDULE
(Positive Covenants by the Transferee)**

1. At all time to comply with and observe any reasonable regulations made from time to time by the Managed Land Owner for the benefit of use and enjoyment of the Managed Land and communicated in writing by the Managed Land Owner to the Transferee.

**THE SIXTH SCHEDULE
(Managed Land Owner's Covenants)**

1. The Managed Land Owner will:-
 - 2.1. maintain, repair, renew and cleanse as appropriate the Service Installations in or under the Managed Land used in common by any owners or occupiers for the time being of any part or parts of the Development
 - 2.2. maintain, repair, inspect and as necessary reinstate or renew the Managed Land and the Accessway any boundary walls, hedges or fences, gates, barriers and other structures or equipment which may at any time be on them and provide keys or fobs as appropriate in relation to any such gates or barriers
 - 2.3. maintain replant cultivate and care for and so far as is practicable keep in a clean and tidy condition any plants shrubs or other landscaping situated on the Managed Land
 - 2.4. pay for Public Liability insurance and any other insurance in respect of the Managed Land and the Accessway which the Managed Land Owner shall deem necessary acting reasonably
 - 2.5. provide such other services from time to time as it shall reasonably consider necessary for the general benefit of the Managed Land or for the general benefit of those persons entitled to use them
3. Subject to being provided with such security for costs as the Managed Land Owner may in its absolute discretion deem necessary enforce the covenants entered into by the owners of properties on the Development

**THE SEVENTH SCHEDULE
(Positive Covenants by the Transferor)**

The Transferor covenants with the Transferee:

1. to construct the Estate Road Accessway and the Estate Sewers intended to serve the Property to the adoptable standard required by the appropriate Authorities.
2. subject to paragraph 8 of the Third Schedule, not to deposit or leave or permit anyone to deposit or leave anything on the Managed Land or on the Accessway or to obstruct them or permit them to be obstructed.
3. to indemnify the Transferee against all liabilities resulting from non-performance or non-observance by the Transferor of the terms of the Planning Agreement.

THE EIGHTH SCHEDULE
(Deed of Covenant)

I/We [] of [] covenant with [the Managed Land Owner] in respect of the covenants contained in the Fifth Schedule of the transfer referred to below ("the Transfer") that as from the date hereof I/We will observe and perform the covenants, restrictions and stipulations contained in the Transfer as if I/We were the original transferee

The Transfer:

Date:

Parties:

Property:

12. Execution

THE COMMON SEAL of THE DISTRICT)
COUNCIL FOLKESTONE AND HYTHE was)
Hereunto affixed in the presence of: -)

please sign here

affix seal here

Authorised Signatory

Executed as a Deed by SHEPWAY)
TWO LIMITED acting by a)
Director in the presence of:)

Signature

Director

Signature of Witness

Name

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.



Rev Date Description

Revision A: 07/10/21
Revision B: 08/10/21
Revision C: 26/10/21
Revision D: 13/12/21
Revision E: 13/01/22
Revision F: 17/01/22
Revision G: 17/01/22

Parking allocation updated
Management Co. Land Updated
Updated following Solicitors comments
Parking bays, CS and RS removed
AP1 Man Co and Right of Way added
Man Co. hatch amended
Man Co. hatch amended

0 5 10 15 20 25 30 35 40 45

LEGEND

Right of way over
Visitor parking space
Estate Roads
Estate Management Company

APX ARCHITECTURE



Client / Project
Dwyer Engineering Limited.
Proposed Residential Development
Shepway Close
Folkestone
Kent

Drawing Description
Conveyance Plan - Plots 18-26

Scale

1:500@A3

Drawing Number

20_21_218

Date

October 2021

Revision

G

TP1

DATED _____ 202[]

SHEPWAY TWO LIMITED (1)

and

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE (2)

TRANSFER

relating to

Plot [1] [2] [3] [4] [5]

SHEPWAY CLOSE FOLKESTONE KENT CT19 5SJ

Brachers LLP
Somerfield House
59 London Road
Maidstone
Kent ME16 8JH
Matter: SHE6054.3

**Land Registry
Transfer of part
of registered title(s)**

TP1

1. Title number(s) out of which the property is transferred:

K821988

2. Other title number(s) against which matters contained in this transfer are to be registered, if any:

3. Property:

PLOT [1] [2] [3] [4] [5]
SHEPWAY CLOSE FOLKSTONE KENT CT19 5SJ

The Property is identified on the attached plan and shown edged red

4. Date: 202 []

5. Transferor:

SHEPWAY TWO LIMITED incorporated and registered in England and Wales with company number 10987667

6. Transferee for entry in the register:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

7. Transferee's intended address(es) for service for entry in the register:

Civic Centre, Castle Hill Avenue, Folkestone, Kent. CT20 2QY

8. The transferor transfers the property to the transferee

9. Consideration

The Transferor has received from the Transferee for the property the following sum (in words and figures): [¹] Pounds (£[],000.00)

The transferor transfers with full title guarantee

¹ Consideration for each plot: Plot 1: £210,885; 2: £185,000; 3: £180,000 : 4: £175,000 : 5: £175,000

10. Declaration of trust

None

11. Additional provisions

11.1. Definitions and Interpretations

1. The following definitions apply unless the context requires otherwise:-

"Affordable Housing Use" means the occupation of the Property in accordance with the terms of the Third Schedule of the Planning Agreement and in relation to which the terms of the same are intended to apply

"the Authorities" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations which shall include but not be limited to highway planning and undertakings responsible for the supply of water gas electricity telecommunications suppliers media and similar services and any other authority or body or company to which the powers of such authority body or company are delegated

"the Managed Land" means the land shown coloured green on the Plan together with the Estate Roads, the Estate Sewers and the Visitor Parking Bays

"the Managed Land Owner" means the Transferor until the freehold in the Managed Land is transferred to the Management Company at which point it means the Management Company or such other person or body that from time to time is the proprietor of the freehold interest in the Managed Land

"the Development" the land at premises at Shepway Close Folkestone Kent CT19 5SJ and the buildings to be constructed thereon shown edged blue on the Plan now and formerly comprised in title number K821988

"the Due Percentage" means 1/38th

"the Estate Road" means the road and footpath constructed within the Development shown coloured brown on the Plan

"the House" means the dwelling house and parking space(s)(if any) erected or being erected on the Land Transferred

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"the Management Company" means Shepway Two Management Company Limited (13798039) Harben House Harben Parade, Finchley Road, London, United Kingdom, NW3 6LH

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"the Property" and "Party Boundaries" are defined in the First Schedule below

"Projections" all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence posts, wall piers and similar projections

"Rear Accessway" means the footpath hatched blue on the Plan

"Service Charge" means the expenditure incurred by the Managed Land Owner in providing the services referred to in and recoverable under the provisions of the Sixth Schedule

"Service Installations" means sewers, drains, culverts, channels, pipes, watercourses, gutters, mains, wires, cables, ducts, flues, soakaways, lamp posts and any other equipment for the supply of water, electricity, gas or communication signals or for the disposal of foul or surface water or fumes or the provision of street lighting

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The Property is transferred together with the rights set out in the Second Schedule (which so far as not already in existence are granted by this transfer).

11.3. Rights reserved for the benefit of other land

There are excepted and reserved the rights set out in the Third Schedule (which so far as not already in existence are reserved by this transfer)

11.4. Covenants by the Transferee

11.4.1. To the intent and so that this covenant binds the Property whoever owns it the Transferee covenants for himself and his successors in title with the Transferor for the benefit of the unsold part of the Development and each and every part of it and with the persons who now own any freehold estate in each and every part of the Development capable of benefiting from this covenant to observe and perform the covenants in the Fourth Schedule below and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally.

11.4.2 The Transferee hereby covenants with the Transferor and (specifically) with the Managed Land Owner to observe and perform the covenants set out in paragraph 2 of the Fifth Schedule hereto (but for the avoidance of doubt if and to the extent that the Property is being used for an Affordable Housing Use the covenant shall only apply to the Transferee and its successors in title to the extent that the elements of the expenses incurred by the Managed Land Owner are eligible for housing benefit or the equivalent and subject to any cap that may be imposed and upon the terms provided for in the Planning Agreement) and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally.

PROVIDED THAT upon any Transfer of the Property the obligations of the Transferee in respect of any restrictive covenant contained above shall cease in respect of any future observance

11.5. Covenants by the Managed Land Owner

In consideration of the payment of the Due Percentage of the Service Charge by the Transferee the Managed Land Owner (the Transferor from the date hereof and the Management Company from the date of the transfer of the Managed Land into its name) covenants to observe and perform the obligations set out in Part 1 of the Sixth Schedule provided that the Transferor shall not be personally liable in respect of any restrictive covenant after it has parted with all its interest in the Managed Land save in respect of any antecedent breach of the terms thereof

11.6. Agreement

The Transferee hereby agrees with the Transferor (insofar as their consent might otherwise be required) in order so far as the law permits to bind themselves and their successors and assigns and the persons deriving title under them to consent to the Transferor (or persons deriving title under the Transferor or authorised by the Transferor) carrying out any works referred to in Section 2 of the Party Wall Etc Act 1996 which are authorised by planning permission without the necessity for service of a party structure notice under Section 3 of that Act; provided that all the obligations provisions rights and requirements and standards of the Act are followed observed performed and respect as if the said notice had been served

11.7. Restrictions

The Parties hereby jointly apply to the Chief Land Registrar for the registration of a restriction in the register of the title of the Property in the following terms:

"No disposition of the registered estate (other than a charge) 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 Shepway Two Management Company Limited (Company Registration No(13798039) Harben House Harben Parade, Finchley Road, London, United Kingdom, NW3 6LH) that the provisions of paragraph 10 of the Fourth Schedule to the transfer dated 202[] referred to in the Charges Register have been complied with."

11.8. Interpretation Act

The Interpretation Act 1978 shall apply to this transfer as to an Act of Parliament

11.9. The Contracts (Right of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to this transfer and no third party can enforce the provisions of this transfer

11.10. Disputes

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

11.11. Nature of Document

This Transfer is a deed and shall be treated as having been executed and delivered on it being dated

THE FIRST SCHEDULE
(The Property)

1. "The Property" means:-
 - 1.1. the Land Transferred; and
 - 1.2. the House; and
 - 1.3. all other buildings and structures later erected on the Land Transferred and;
 - 1.4. all Service Installations now or later exclusively serving the House or any building or structure mentioned in paragraph 1.3 above (including any installations which extend beyond the boundaries of the Land Transferred at ground level)
 - 1.5. all service installations not exclusively serving the House that serve the House and are therein or thereon
2. The Property does not include:-
 - 2.1. the foundations and eaves of and the Service Installations exclusively serving any building erected or being erected on any adjoining part of the Development notwithstanding that they extend within the boundaries of the Land Transferred at ground level and
 - 2.2. any Service Installations on or under the Property which are adopted or are intended to be adopted by the appropriate Service Supplier before or after completion of the Development and any Service Installations on or under the Property which are not adopted or intended to be adopted and which do not serve the Property
3.
 - 3.1. "Party Boundaries" means any part of a wall, fence or hedge or any boundary between the Property and any other part of the Development on which a dwelling stands unless marked "T" on the Plan
 - 3.2. Maintenance of Party Boundaries is to be at the joint and equal expense of the Transferee and the registered proprietors from time to time of the adjoining plot concerned

THE SECOND SCHEDULE
(Rights Granted)

The following rights are granted to the Transferee and all persons authorised by the Transferee (in common with all others having a similar right)

1.
 - 1.1. The right to connect in to and use for the passage of water, soil, fumes, gas, electricity and communication signals from and to the Property through the Service Installations which are now or may later be in neighbouring parts of the Development and used by the Property
 - 1.2. All rights over other parts of the Development necessary for inspecting, cleaning, repairing, maintaining and renewing the Service Installations referred to in paragraph 1.1 above
 - 1.3. The rights granted by paragraph 1.1 and 1.2 above extend only to Service Installations already laid or constructed or to be laid or constructed within the Specified Period or replacements of those Service Installations

- 1.4. The Transferee must comply with any reasonable requirements of the Transferor to make good all damage caused by exercising the rights granted by paragraph 1.1 and 1.2 above
2. The right of lateral and subjacent support and protection for the House and any other building on the Property by and from the adjoining parts of the Development and any buildings erected or being erected on them
3.
 - 3.1. The right to enter other parts of the Development on giving at least forty eight hours notice to occupiers of those parts (except in case of emergency) as necessary with or without agents, professional advisers, workmen and equipment
 - 3.1.1 to inspect or carry out works of repair and maintenance of the Property; or
 - 3.1.2 to inspect, repair, maintain, install, re-reroute or replace any Service Installations serving the Property; or
 - 3.1.3 for the performance and observance of the Transferee's obligations or the exercise of his rights under this Transfer
 - 3.2. The Transferee is to make good all damage caused by exercising the rights granted by paragraph 3.1 above
4. The benefit of all covenants which have been made by other owners of any part of the Development and which can benefit the Property
5. The right of way on foot or with vehicles at all times for all reasonable purposes over the Estate Road
6. The right to connect into and use the Estate Sewers
7. The right to keep and use on any adjoining parts of the Development any Projections from the Property as constructed by the Transferor
8. **Nos 2,4,5 only** The right of way on foot and with bicycles only over that part of the Rear Accessway not lying within the boundaries of the Property.
9. The right to park a vehicle of the type specified in Paragraph 3.1.1 Fourth Schedule hereof in any Visitor Parking Bay on the Managed Land if such space is available for periods not exceeding 24 hours and without returning within 24 hours
10. Similar rights to those granted or reserved to the paragraph 3 of the Third Schedule

THE THIRD SCHEDULE (Exceptions and Reservations)

The following rights are reserved out of the Property for the Transferor the owners of other parts of the Development, the Authorities and all persons authorised by any of them (in common with the Transferee)

1. The rights over the Property equivalent to those set out in paragraph 1, 2, 3 and 4 of the Second Schedule which have been or are to be granted to the registered proprietors of the other parts of the Development adjoining or neighbouring the Property

2.

-
- 2.1. The right for the persons specified in paragraph 2.3 below of access to and entry upon the Property (on giving reasonable notice) in order to lay, make, inspect, clean, repair and renew any of the Service Installations specified in paragraph 2.4 below.
 - 2.2. The right for the persons specified in paragraph 2.3 below:
 - 2.2.1. to connect the Service Installations specified in paragraph 2.4 to any Service Installations on or under the Property and
 - 2.2.2. to use any Service Installations on or under the Property
 - 2.3. The rights reserved by paragraphs 2.1 and 2.2 above may be exercised by the Transferor and the Service Suppliers, and their respective employees and contractors
 - 2.4. The rights reserved by paragraph 2.1 and 2.2 above relate to any Service Installations serving any part of the Development
 - 2.5. The persons exercising the rights reserved by paragraph 2.1 and 2.2 above must cause as little damage and disturbance as reasonably possible make good all damage caused by exercising those rights
 3. The right for the Transferor and its employees and agents of access to and entry upon the garden of the Property (on giving at least forty eight hours notice except in case of emergency):-
 - 3.1. to carry out works of construction, maintenance or repair on any other part of the Development (including erection of scaffolding on the Property if necessary) or
 - 3.2. to inspect any other part of the Development or any adjoining or neighbouring land

The Transferor must comply with any reasonable requirements of the Transferee, cause as little damage or disturbance as is reasonably possible and make good all damage caused by exercise of these rights to a reasonable standard
 4. The right for the Transferor to develop the remaining parts of the Development notwithstanding that the supply of light or air to the Property is diminished or obstructed. The Transferee is not to become entitled to any right of light or air or other easement (except those expressly granted by this Transfer) which would or might interfere with or affect the unrestricted use for building purposes of the remaining parts of the Development or by the Transferor provided this shall only relate to the Development for which the Transferor currently has planning consent
 5. The Transferor is not to be liable to the Transferee or his successors in title for any breaches of covenant or conditions committed by the purchasers of any other plot on the Development and the Transferor is not obliged to take proceedings to enforce those covenants restrictions stipulations and conditions
 6. The right for the Transferor and all persons authorised by him in connection with the construction development and sale of the remaining part or parts of the Development to enter the Property (but not the House) at reasonable times during the daytime upon reasonable prior notice for any reasonable purpose connected with the establishment and maintenance of a landscaping scheme upon the Property and/or the Development in conformity with any requirement of the local planning authority causing as little damage and disturbance as is reasonably possible and making good any damage caused and only if there is no reasonable alternative way of achieving the same without such entry
 7. **No 3 only** :The right of way on foot and with bicycles only over those parts of the Rear Accessway lying within the boundaries of the Property

THE FOURTH SCHEDULE
(Covenants by the Transferee)

1. Party Services and Structures

- 1.1. To inspect repair maintain renew and (where applicable) clean all Service Installations within the boundaries of the Property except those which exclusively serve a single other property on the Development
- 1.2. To pay a fair proportion of the expenses of inspecting repairing maintaining renewing and (where applicable) cleaning any Service Installations which are used or to be used in common by the Transferee and the registered proprietors of adjoining or neighbouring premises on the Development
- 1.3. To join with the registered proprietors for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any Party Boundaries (as defined in the First Schedule) and to pay a fair proportion of the cost of any such works

2. Fences

To maintain repair and (if necessary) renew all fences or hedges on or within the boundary or boundaries of the Property marked with an inward "T" on the Plan

3. Parking

- 3.1. Not to park any trade vehicle exceeding 3.5 tons caravan trailer or boat or temporary structure of any kind on the Property or on any other part of the Development except:
 - 3.1.1. private motor cars private motorcycles and light commercial vans (which for the avoidance of doubt will have a gross vehicle weight not exceeding 3.5 tonnes and does not include pick up trucks) may be parked in the parking space within the boundaries of the Property and (if available) in the Visitor Parking Bay on the Managed Land
 - 3.1.2. vehicles delivering or collecting goods may be parked temporarily on designated parking spaces
- 3.2. Subject to paragraph 8 of the Second Schedule, not to deposit or leave or permit anyone to deposit or leave anything on the Managed Land or on the Rear Accessway or to obstruct them or permit them to be obstructed.
- 3.3. Not to allow any occupier of or visitor to the Property to infringe covenants 3.1- 3.2 above

4. Use

- 4.1. Not to use or permit the Property to be used for any purpose other than a private dwellinghouse with parking space and garden
- 4.2. Not to do or permit any act to be done on the Property or the Managed Land which may constitute an actionable nuisance to the Transferor or to the registered proprietors or occupiers of any other dwelling on the Development or any neighbouring property.
- 4.3. Not to light bonfires on the Property at any time.
- 4.4. Not to light barbeques or bonfires on any part of the Managed Land at any time and not to play or permit to be played games or sports on the Managed Land nor make any undue noise on the Managed Land nor take or permit to be taken onto the Managed Land any dog or other animal save on a lead or under control with a person

in order to gain access to or egress from any vehicles parked in the parking space or as a means of access to or egress from the Property

- 4.5. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance (subject to being provided with a copy of the same) on the Managed Land or any part of them or which may cause an increased premium to be payable

- 4.6. Not to erect any clothes lines nor hang out any washing on any external part of the Property or the House other than in the rear garden of the Property at ground floor level

5. Notice

Not to display or exhibit on any part of the Property any advertising hoarding, poster, flag, sign or notice board other than a notice board giving the name of the Property or advertising the sale or letting of the Property and the Transferor may remove at any time without notice any item displayed or exhibited in contravention of this covenant.

6. Trees and Shrubs

- 6.1. To maintain any trees or shrubs planted on the Property by the Transferor in compliance with the landscaping requirements of the local planning authority, in a healthy condition, watered, fertilised and pruned as necessary to achieve this and from weeds and litter.

- 6.2. Not to plant or permit to grow in or on the Property any coniferous trees and in particular any leylandii (but Christmas trees of the usual type and size shall be permitted seasonally and also dwarf conifers not exceeding 2 metres in height)

7. Buildings

- 7.1. Not to erect or permit the erection of any dwelling house on the Property in addition to the House (and whether detached from or attached to the House) but this restriction shall not prevent the construction of a dwelling house of a similar size to the House on the site of the House if the House is demolished or destroyed at any time.

- 7.2. Not within 3 years from the date of this Transfer:

7.2.1. to erect or permit the erection of any building or structure except for those erected by or with the written consent of the Transferor such consent not to be unreasonably withheld or delayed; or

7.2.2. to alter or permit the alteration of the external appearance of any building or structure door or window erected by or with the written consent of the Transferor such consent not to be unreasonably withheld or delayed.

- 7.3. To maintain the House and all other buildings erected on the Property and all of the boundary fences and walls in good repair and condition.

- 7.4. Not to erect any building fence wall or other structure over any drains sewer or associated works now or within the Specified Period to be laid on the Property nor within three metres measured horizontally of any such sewer under or near the Property without the written consent of the relevant service supplier

8. Specific Documents

Not to do or suffer to be done in or upon the Property any act which may be a breach of:

- 8.1. The conditions subject to which planning permission for the construction of the

Development was granted; and

- 8.2. Any covenants or otherwise binding upon the Property or the owner or occupier thereof.

9. Existing Covenants

To perform and observe the restrictive and other covenants referred to in the title number in Panel 1 so far as they relate to the Property and are still effective and to indemnify the Transferor against any liability resulting from their future breach or non-observance

10. Transfer

Not to transfer sell or otherwise dispose of the Property without first procuring that the buyer or other disponent enters into a Deed of Covenant in the form set out in the Eighth Schedule and (where the transferor is a director or company secretary of the Management Company) without first resigning as a Director and/or Company Secretary (as appropriate) of the Management Company and using all reasonable endeavours to procure that the buyer or other disponent is appointed as a Director and/or Company Secretary in place of the Transferee.

11. Aerials and Satellite Dishes

Not to erect or install on any part of the exterior of the Property or the House any aerial, dish or other apparatus for the receipt of broadcast signals other than in a position which is not visible from the Managed Land except where the placing of said apparatus is necessary to receive a clear and unobstructed signal from the satellite and in the event of any dispute relating to this covenant the matter shall be referred for determination by the Managed Land Owner whose decision shall be final.

THE FIFTH SCHEDULE
(Positive Covenants by the Transferee)

1. At all time to comply with and observe any reasonable regulations made from time to time by the Managed Land Owner for the benefit of use and enjoyment of the Managed Land and communicated in writing by the Managed Land Owner to the Transferee.
2. To pay to the Managed Land Owner
 - 2.1. the Due Percentage of the Service Charge on the 1 January in each year (or on such other date as the Managed Land Owner may designate from time to time) in accordance with the procedure contained in the Sixth Schedule Part II
 - 2.2. within 14 days of a written demand such sum as the Managed Land Owner may reasonably demand in advance and on account of the Service Charge.
 - 2.3. interest at the rate of 4% above the base rate (or any other rate replacing the same) for the time being of National Westminster Bank plc or other high street clearing Bank in England or Wales if such bank ceases to exist (but if such base rate shall cease to exist or shall not have a base rate or equivalent rate as shall be fair and reasonable) on any sums not paid within 14 days of written demand including interest on sums required in advance or on account.
 - 2.4. all reasonable and proper costs and expenses that the Managed Land Owner may incur by reason of any breach of the Transferees' covenants in this Transfer whether or not proceedings are commenced.
 - 2.5. all reasonable and proper costs incurred by the Managed Land Owner on any application for consent or licence whether or not taken up by the Transferee.

- 2.6. all reasonable and proper expenses incurred by the Managed Land Owner in collecting arrears of Service Charge or enforcing any obligation of the Transferee whether or not proceedings are taken and whatever the outcome.
3. If the Property is being used for an Affordable Housing Use the provisions of paragraph 2 above shall only apply to the Transferee and its successors in title to the extent that the elements of the expenses incurred by the Managed Land Owner are eligible for housing benefit or the equivalent and subject to any cap that may be imposed and upon the terms as provided for in the Planning Agreement.

THE SIXTH SCHEDULE
Part 1
(Managed Land Owner's Covenants)

1. As soon as reasonably practicable after the end of the Accounting Period (which in this Schedule shall mean the period for which the Service Charge account to be prepared by the Managed Land Owner is from time to time compiled) the Managed Land Owner will prepare or cause to be prepared an account showing the amount of the Service Charge for that Accounting Period and a copy of such account shall be served by the Managed Land Owner on the Transferee and within 14 days after such service the Transferee will pay to the Managed Land Owner the amount (if any) by which the proportion of the Service Charge payable by the Transferee for that Accounting Period exceeds the amount paid on account thereof by the Transferee.
2. Subject to payment by the Transferee of the Due Proportion of the Service Charge provided for in this Schedule the Managed Land Owner will:-
 - 2.1. maintain, repair, renew and cleanse as appropriate the Service Installations in or under the Managed Land used in common by any owners or occupiers for the time being of any part or parts of the Development
 - 2.2. maintain, repair, inspect and as necessary reinstate or renew the Managed Land and any boundary walls, hedges or fences, gates, barriers and other structures or equipment which may at any time be on them and provide keys or fobs as appropriate in relation to any such gates or barriers
 - 2.3. maintain replant cultivate and care for and so far as is practicable keep in a clean and tidy condition any plants shrubs or other landscaping situated on the Managed Land
 - 2.4. pay for Public Liability insurance and any other insurance in respect of the Managed Land which the Managed Land Owner shall deem necessary acting reasonably
 - 2.5. provide such other services from time to time as it shall reasonably consider necessary for the general benefit of the Managed Land or for the general benefit of those persons entitled to use them
3. Subject to being provided with such security for costs as the Managed Land Owner may in its absolute discretion deem necessary enforce the covenants entered into by the owners of properties on the Development

Part II
(The Service Charge)

1. The Service Charge shall include all reasonable and proper costs and expenses incurred by the Managed Land Owner in observing the covenants and in providing and procuring the services referred to in Part I of the Schedule in addition to:-
 - 1.1. the reasonable and proper cost of employing any servants, agents or contractors, solicitors or accountants and any fees paid to managing agents in connection with the

Managed Land Owner's obligations

- 1.2. the reasonable and proper cost of preparing the said account or accounts
- 1.3. the Managed Land Owner's secretarial expenses and all filing fees
- 1.4. the reasonable and proper cost of performing and observing all obligations entered into by the Managed Land Owner including (for the avoidance of doubt) the supply of electricity and any standing charges to the Managed Land for the benefit of the users of the Managed Land
- 1.5. such other reasonable and proper expenses as the Managed Land Owner may incur in any exercise of the objectives set out in the Memorandum and Articles of Association of the Managed Land Owner (if applicable) including the incurring of interest or other financial charges on any moneys borrowed for the purposes of any of its obligations
- 1.6. the cost of insuring the whole or any part or parts of the Managed Land
- 1.7. any Value Added Tax or tax of a similar nature payable in respect of any costs, expenses, outgoings or matters falling within any paragraph of this Schedule
- 1.8. abating any nuisance and executing such works as may be necessary for complying with any notice served by a local or other competent authority in connection with the Managed Land or any part thereof in so far as the same is not the liability or attributable to any individual occupier of any of the properties on the Development
- 1.9. preparing and supplying to the Transferee and to the purchasers of other properties on the Development copies of any regulations aforesaid
2. It is agreed by the Transferor, the Managed Land Owner and the Transferee that all reasonable and proper sums expended by the Managed Land Owner in complying with its obligations and covenants in this transfer except the obligations of the Transferor pursuant to the Seventh Schedule shall be recoverable as Service Charge and the Transferee covenants to contribute to the Service Charge shall include any such reasonable and proper costs not otherwise provided for under this Schedule as if the same were expressly referred to herein and such sums shall for the purposes be treated as items of Service Charge expenditure and shall be recoverable by the Managed Land Owner as such
3. If the sums paid on account exceed the proportion of the Service Charge due from the Transferee then the excess shall be credited against the next following payment or payments becoming due from the Transferee
4. The Accounting Period shall be the period of 12 months ending on 31st December (or other date specified by the Managed Land Owner) in every year

The provisions of the Sixth Schedule above shall only apply to the Transferee and its successors in title to the extent that that the Property is being used for an Affordable Housing Use and the elements of the expenses incurred by the Managed Land Owner are eligible for housing benefit or the equivalent and subject to any cap that may be imposed and upon the terms as provided for in the Planning Agreement.

THE SEVENTH SCHEDULE
(Positive Covenants by the Transferor)

The Transferor covenants with the Transferee:

1. to construct the Estate Road and the Estate Sewers intended to serve the Property to the adoptable standard required by the appropriate Authorities.

2. subject to paragraph 8 of the Third Schedule, not to deposit or leave or permit anyone to deposit or leave anything on the Managed Land or on the Rear Accessway or to obstruct them or permit them to be obstructed.
3. to indemnify the Transferee against all liabilities resulting from non-performance or non-observance by the Transferor of the terms of the Planning Agreement.

THE EIGHTH SCHEDULE
(Deed of Covenant)

I/We [] of [] covenant with [the Managed Land Owner] in respect of the covenants contained in the Fifth Schedule of the transfer referred to below ("the Transfer") that as from the date hereof I/We will observe and perform the covenants, restrictions and stipulations contained in the Transfer as if I/We were the original transferee

The Transfer:

Date:

Parties:

Property:

12. Execution

THE COMMON SEAL of THE DISTRICT)
COUNCIL FOLKESTONE AND HYTHE was)
Hereunto affixed in the presence of: -)

please sign here

affix seal here

Authorised Signatory

Executed as a Deed by SHEPWAY)
TWO LIMITED acting by a)
Director in the presence of:)

Signature

Director

Signature of Witness

Name

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.



Rev Date Description

Revision A: 07/10/21 Parking allocation updated
 Revision B: 08/10/21 Management Co. Land Updated
 Revision C: 26/10/21 Updated following Solicitors comments
 Revision D: 21/01/22 Management Co. Land Updated

0 5 10 15 20 25 30 35 40 45

LEGEND

- Right of way over
- Estate Management Company
- Visitor parking space
- AP1 Management Company
- Estate Roads
- P1 Parking space

APX ARCHITECTURE



Keep Private, Not on Road, London, SE19 2AR

Client / Project

Dwyer Engineering Limited.
 Proposed Residential Development
 Shepway Close
 Folkestone
 Kent

Drawing Description

Conveyance Plan - Plot 4

Scale

1:500@A3

Drawing Number

20_21_204

Date

October 2021

Revision

D



Rev Date Description
 Revision A: 07/10/21
 Revision B: 08/10/21
 Revision C: 26/10/21
 Revision D: 21/01/22

Parking allocation updated
 Management Co. Land Updated
 Updated following Solicitors comments
 Management Co. Land Updated

0 5 10 15 20 25 30 35 40 45

LEGEND

- | | |
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| | |

APX ARCHITECTURE



Kemp House, 180 Old Street
 London, EC1Y 2EX

Client / Project
 Dwyer Engineering Limited.
 Proposed Residential Development
 Shepway Close
 Folkestone
 Kent

Drawing Description
 Conveyance Plan - Plot 5

Scale
 1:500@A3
 Drawing Number
 20_21_205

Date
 October 2021
 Revision
 D



Rev Date Description

Revision A: 07/10/21
Revision B: 08/10/21
Revision C: 26/10/21
Revision D: 21/01/22

Parking allocation updated
Management Co. Land Updated
Updated following Solicitors comments
Management Co. Land Updated

0 5 10 15 20 25 30 35 40 45

LEGEND

Right of way over
Visitor parking space
Estate Roads
Estate Management Company
AP1 Management Company
P1 Parking space

APX ARCHITECTURE



Exempt House, 102 City Road,
London, EC2Y 2AG

Client / Project

Dwyer Engineering Limited.
Proposed Residential Development
Shepway Close
Folkestone
Kent

Drawing Description

Conveyance Plan - Plot 1

Scale

1:500@A3

Drawing Number

20_21_201

Date

October 2021

Revision

D



Rev Date Description
 Revision A: 07/10/21
 Revision B: 08/10/21
 Revision C: 26/10/21
 Revision D: 21/01/22

Parking allocation updated
 Management Co. Land Updated
 Updated following Solicitors comments
 Management Co. Land Updated

0 5 10 15 20 25 30 35 40 45

LEGEND

Right of way over
 Visitor parking space
 Estate Roads
 Estate Management Company
 AP1 Management Company
 P1 Parking space

APX ARCHITECTURE



King's Place, 100 City Road,
 London, EC1Y 1JX

Client / Project

Dwyer Engineering Limited.
 Proposed Residential Development
 Shepway Close
 Folkestone
 Kent

Drawing Description

Conveyance Plan - Plot 2

Scale

1:500@A3

Drawing Number

20_21_202

Date

October 2021

Revision

D