

# MR01

## Particulars of a charge

000062/23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on \*

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR08

SATURDAY



\*ABE7NRM3\*

A15

08/10/2022

#50

COMPANIES HOUSE

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



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

### 1 Company details

Company number 0 0 4 3 5 3 2 3

Company name in full ANWYL CONSTRUCTION COMPANY LIMITED

For official use  
1107

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 3 0 10 9 2 0 2 2

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

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

Name WAIN ESTATES (CARRINGTON) LIMITED

Name

Name

Name

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

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

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Particulars of a charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The freehold property known as The Meadow, at Carrington Village Manchester Road, Carrington Trafford, Greater Manchester, M21 4DD forming part of title number GM900776

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X *None C O O* X  
for and on behalf of *Wain Estates*  
*(Carrington) Ltd*

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

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

Contact name **Nina Chesworth**

Company name **Wain Group Limited**

Address **Fontwell House**

**Trident Business Park**

**Birchwood**

Post town **Warrington**

County/Region **Cheshire**

Postcode 

W	A	3	6	B	X		
---	---	---	---	---	---	--	--

Country **UK**

DX

Telephone **07714761367**



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

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

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



### Where to send

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

**For companies registered in England and Wales:**

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



FILE COPY

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

Company number: 435323

Charge code: 0043 5323 0107

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by ANWYL CONSTRUCTION COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2022.

P

Given at Companies House, Cardiff on 14th October 2022



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

30 September  
DATED 2022

ANWYL CONSTRUCTION COMPANY  
LIMITED  
  
AND  
  
WAIN ESTATES (CARRINGTON) LIMITED

Certified to be a true  
and accurate copy  
of the original.  
Nina E. Chesworth  
Solicitor  
6/10/22

---

Legal Charge

relating to the Meadow, at Carrington Village Manchester Road, Carrington  
Trafford, Greater Manchester, M21 4DD

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Nina Chesworth  
Wain Group Limited  
Fontwell House  
Daten Ave  
Birchwood  
WA3 6BX

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**PARTICULARS**

**Date**

30 September 2022

**Buyer**

**ANWYL CONSTRUCTION COMPANY LIMITED** (CRN: 00435323)  
and whose registered office is at Anwyl House Clos Dewi Sant St  
David's Park Ewloe Flintshire CH5 3DT.

**Seller**

**WAIN ESTATES (CARRINGTON) LIMITED** (CRN: 08737147) and  
whose registered office is at Fontwell House Trident Business  
Park Warrington WA3 6BX

**Default Interest Rate**

4% above the base rate from time to time of Lloyds Bank plc or  
such other clearing bank nominated by the Seller at any time or,  
if the clearing banks cease at any time to publish a base lending  
rate, such comparable rate of interest as the Seller may  
reasonably determine.

**Property**

means the freehold property known as The Meadow, at  
Carrington Village Manchester Road, Carrington Trafford,  
Greater Manchester, M21 4DD forming part of the Title Number  
and shown edged red on Plan 1

**Title Number**

GM900776 (part)

**Transfer**

A transfer of the Property of even date with this Legal Charge  
and made between (1) the Seller and (2) the Buyer



**THIS LEGAL CHARGE** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Buyer; and
- (2) the Seller.

**BACKGROUND**

- (A) By the Transfer the Seller transferred the Property to the Buyer.
- (B) The Seller has agreed that the Buyer can pay the purchase price of the Property to the Seller in instalments on the terms of the Sale Contract.
- (C) The Buyer has agreed to grant this Legal Charge to the Seller as security for the Buyer's obligation to pay the Drainage Payment and the Deferred Payment.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Legal Charge, the following words and expressions have the following meanings:

<b>"1925 Act"</b>	Law of Property Act 1925
<b>"Buyer's Solicitors"</b>	means Shoosmiths LLP of XYZ Building 2 Hardman Boulevard Spinningfields Manchester M3 3AZ (Ref: Paul Gidman M-01015084) or such other solicitor or solicitors of the Buyer appoints from time to time and notifies the Seller of in writing
<b>"Charged Property"</b>	the Property less any parts which are the subject of a Release
<b>"Contamination"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deed of Priority"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deferred Payment"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deferred Payment Date"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Demolition Works"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Drainage Payment"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Drainage Payment Date"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Event of Default"</b>	any of the events of default set out in <b>clause 4.5</b>
<b>"Guarantor"</b>	means Anwyl Group Limited, a company registered in England and Wales with company number 04375093

whose registered office is at Anwyl House St. Davids Park, Ewloe, Deeside, Flintshire CH5 3DT.

**"Insolvency Act"**

Insolvency Act 1986

**"Permitted Disposal"**

means any one or more of the following:

a) subject to clause 3.1 a second ranking legal mortgage, charge or debenture;

b) the disposal (whether by way of a transfer of the freehold, the grant of a lease, easement or otherwise) dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or

c) the dedication/adoption and/or disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980; and/or

d) the disposal of any part of the Property which is required to comply with the requirements of any Statutory Agreement and/or Planning Agreement; and/or

e) the disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar but only in the event that such disposal limits the use of the relevant part of the Property for use as common parts, open space, amenity land or similar (as the case may be) or the disposal (here meaning a transfer, lease of greater than 99 years or grant of an easement) of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or the disposal of any part or parts of the Property to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider and affordable housing shall include any other scheme tenure or restriction designated as affordable from time to time by the government.

**"Pipe Repair Works"**

shall have the meaning ascribed to it in the Sale Contract

**"Plan 1"**

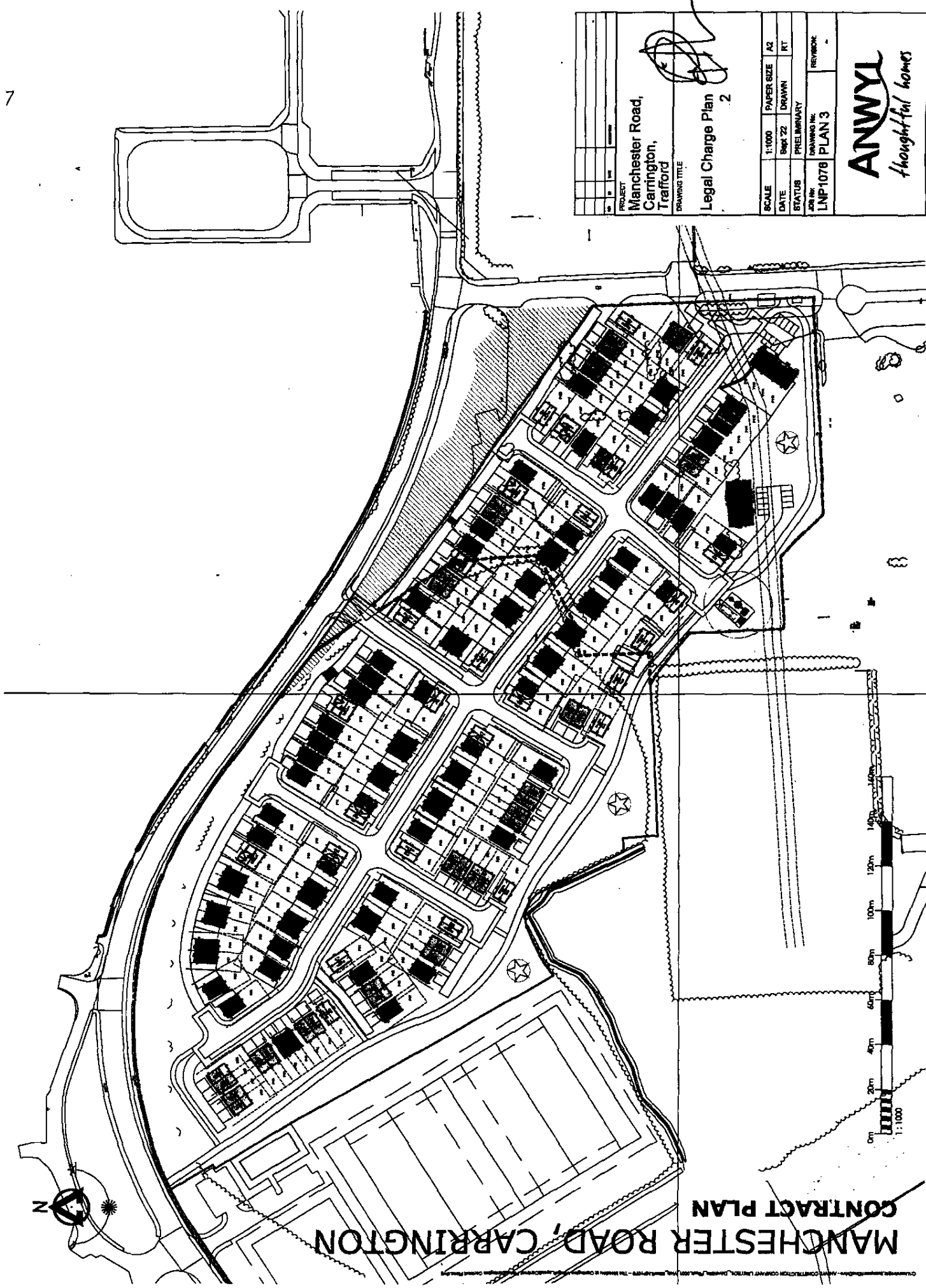
the plan annexed to this Deed and marked 'Plan 1'



**MANCHESTER ROAD, CARRINGTON**  
**CONTRACT PLAN**

PROJECT		Manchester Road, Carrington, Trafford	
DRAWING TITLE		Legal Charge Plan 1	
SCALE	1:1000	PAPER SIZE	A2
DATE	Sep 22	DRAWN	RT
STATUS	PRELIMINARY	DRAWING NO.	LNP-1078
JOB NO.	LNP-1078	PLAN	PLAN 1
NETWORK		-	

**ANWYL**  
*thoughtful homes*



MANCHESTER ROAD, CARRINGTON  
CONTRACT PLAN

PROJECT		MANCHESTER ROAD, CARRINGTON, TRAFFORD	
DRAWING TITLE		Legal Charge Plan 2	
SCALE	1:1000	PAPER SIZE	A2
DATE	Sept '22	DRAWN	RT
STATUS	PRIELIMINARY	REVIEWED	
JOB NO.	LNP1078	DRAWING NO.	PLAN 3

**ANWYL**  
*thoughtful homes*

<b>"Plan 2"</b>	the plan annexed to this Deed and marked 'Plan 2'
<b>"Planning Agreement"</b>	any agreement or agreements entered into pursuant to section 106 of the Town and Country Planning Act 1990
<b>"Receiver"</b>	any receiver or manager appointed by the Seller under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
<b>"Release"</b>	form DS3 or form DS1 (as applicable) and form RX4 and/or letter of consent or such other forms as shall be required to release the Charged Property from this Legal Charge and consent to any rights granted over the Charged Property in relation to any Permitted Disposal and the restriction referred to at clause 2.5
<b>"Release Area"</b>	means the Property excluding such part of the Property as is shown by a green dashed line on Plan 2
<b>"Reserved Matters Approval"</b>	shall have the same meaning as ascribed to it in the Sale Contract
<b>"Sale Contract"</b>	a Contract dated 30 September 2022 and made between (1) the Seller (2) the Buyer and (3) Anwyl Group Limited
<b>"Secured Amounts"</b>	the Deferred Payment and the Drainage Payment and all other sums due to the Seller under this Legal Charge
<b>"Security"</b>	any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating but does not include this Legal Charge
<b>"Seller's Solicitors"</b>	means Nina Chesworth of Wain Group Limited, Exchange House, Kelburn Court, Dafen Park, Birchwood WA3 6UT or such other solicitor or solicitors as the Seller appoints from time to time and notifies the Buyer of in writing
<b>"Statutory Agreement"</b>	<p>an agreement or undertaking in respect of and affecting the Property (whether or not also affecting other property) pursuant to:</p> <ul style="list-style-type: none"> <li>(a) section 111 Local Government Act 1972;</li> <li>(b) sections 38 or 278 Highways Act 1980;</li> <li>(c) section 104 Water Industry Act 1991 or any other provision of similar intent to that section, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water to, or the drainage of surface or foul water from, the Property; or</li> </ul>

- (d) the statutory requirements of an appropriate authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them or any other competent authority relating to other services

<b>"Unit"</b>	means a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property
<b>"Unit Releases"</b>	means the Releases relating to Units within the Release Area provided for under clause 2.4.1
<b>"Warranties"</b>	the warranties given by the Buyer to the Seller under clause 8
<b>"Working Days"</b>	any day excluding Saturdays Sundays English bank or public holidays when banks are generally open for the transaction of normal banking business in London

## 1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
  - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the Charged Property include any part of it;
- 1.2.6 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.7 "including" means "including, without limitation";

- 1.2.8 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;
- 1.2.9 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.10 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

### 1.3 Particulars

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.

### 1.4 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## 2. CHARGE

### 2.1 Covenant to pay

- 2.1.1 The Buyer covenants with the Seller to pay the Deferred Payment to the Seller on the Deferred Payment Date.
- 2.1.2 The Buyer covenants with the Seller to pay the Drainage Payment to the Seller on the Drainage Payment Date.

### 2.2 Legal mortgage

The Buyer with full title guarantee charges the Property by way of first fixed legal mortgage with the payment of the Secured Amounts.

### 2.3 Continuing security

This Legal Charge is made for securing the Secured Amounts. It is a continuing security for the payment and discharge of the Secured Amounts.

### 2.4 Release

- 2.4.1 The Seller shall (at its own cost) execute the Unit Releases and deliver the same to the Buyer's Solicitors within 5 Working Days of receipt of written request from the Buyer to do so provided that:
- 2.4.1.1 The Buyer has obtained Reserved Matters Approval;
- 2.4.1.2 No Event of Default has occurred and is continuing;

- 2.4.1.3 All information reasonable requested by the Seller is provided to the Seller so that the Seller can establish that the request does relate to a Unit Release;
- 2.4.1.4 Any such request shall include the form of Release required to be executed (It being agreed that any consent to the grant of rights over the Property can be by way of one composite consent letter in a form to be approved by the parties both acting reasonably);
- 2.4.1.5 The Unit Releases will relate to Units within the Release Area as more particularly identified on the Reserved Matters Approval; and
- 2.4.1.6 The Unit Releases will be limited to 46 Releases until the Drainage Payment has been made (made by a single Release); and
- 2.4.1.7 A further 45 Releases can be requested once the Drainage Payment has been made (made by a single Release).
- 2.4.2 The Seller shall without cost to the Buyer (subject to the Buyer providing the relevant forms of Release for execution and signature as applicable by the Seller) on payment of both the Drainage Payment and the Deferred Payment payable pursuant to the clause 2.1 of this Legal Charge release the Property from this Legal Charge and shall within 5 Working Days of a request from the Buyer to do so provide to the Buyer duly executed Release releasing from this Legal Charge and the restriction at 2.5.1 below the remainder of the Charged Property;
- 2.4.3 In addition to the Release provided for under clause 2.4.1 and 2.4.2 the Seller shall within 10 Working Days of the Buyer making a request in writing at any time after the completion of this Legal Charge and without cost to the Seller execute and deliver to the Buyer Releases for Permitted Disposals provided that:
  - 2.4.3.1 no Event of Default has occurred and is continuing;
  - 2.4.3.2 all information reasonably requested by the Seller is provided to the Seller so the Seller can establish that the request does relate to a Permitted Disposal; and
  - 2.4.3.3 any such request shall include the form of Release required to be executed.
- 2.5 **Land Registry restriction**
  - 2.5.1 The Buyer is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the title number allocated to the Property by the Land Registry in the following Land Registry standard form:
 

"No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ~~[date of this Legal Charge]~~ in favour of Wain Estates (Carrington) Limited referred to in the charges register." 30 September 2022
  - 2.5.2 For the avoidance of doubt the restriction set out in this clause 2.5 is not to be carried over onto any title allocated to a Permitted Disposal.



## **2.6 Early Repayment**

For the avoidance of doubt the Buyer shall be entitled to pay the whole of the Drainage Payment and/or the Deferred Payment or such balance as is at the relevant time unpaid and/or the whole of any instalment of the Drainage Payment and/or the Deferred Payment prior to the due date for payment thereof.

## **3. COVENANTS**

### **3.1 Planning Agreements**

Notwithstanding and without prejudice to clause 16 of the Sale Contract, the Seller shall upon being called upon by the Buyer so to do enter into any Planning Agreement (but for the purpose only of giving its consent as mortgagee to the entering into of the agreement) provided that such agreement shall contain provisions that:

- 3.1.1 the agreement shall not come into effect until the relevant planning permission is granted
- 3.1.2 any obligation (other than an obligation to pay costs and fees in connection with the negotiation of any such agreement (which for the avoidance of doubt shall be the responsibility of the Buyer)) imposed by the agreement shall not take effect earlier than the commencement of the development authorised by the relevant planning permission
- 3.1.3 each owner of the Property (or any part of it) will be released from all liability under the agreement immediately following that owner disposing of its interest in the Property
- 3.1.4 the Seller does not undertake any functions or obligations or incur any liability under the agreement

### **3.2 Restriction on further security**

The Buyer is not to create or permit any Security to be created in or over the Property without the Buyer and the Seller entering into a Deed of Priority provided always that this Legal Charge shall not prevent any existing or future floating charge overall or part of the undertaking property and assets of the Buyer from subsisting or being created.

### **3.3 Statutory Agreements**

The Seller shall within 10 Working Days of a written request from the Buyer enter into any Statutory Agreements or any provision of similar intent which is required to procure the construction maintenance and (if applicable) adoption of the roads and sewers and the provision of services in connection with the development of the Property provided that the Seller shall not be required to undertake any functions or obligations or incur any liability under any such agreement and shall be a party thereto purely for the purpose of confirming their consent thereto as mortgagee.

### **3.4 Easements and Wayleaves**

The Seller shall within 10 Working Days of upon being called upon by the Buyer to do so consent to and join in the grant of any easement or wayleave or similar agreement by the Buyer in favour of a supplier of gas, water, electricity, telecommunications or drainage services, for the housing of a substation, gas governor, pumping station or similar apparatus, in order that such services

may be supplied to any part of the Property (but for the purpose only of giving its consent as mortgagee to the entering into of the agreement)

### **3.5 Statutory requirements**

The Buyer is to comply with all statutory and other requirements affecting the Property PROVIDED THAT this clause shall not apply in relation to any statutory and other requirements affecting the Property which relate to any Contamination, the Demolition Works and/or the Pipe Repair Works the responsibility for compliance with which shall be governed by the provisions of the Sale Contract.

### **3.6 Taxes and outgoings**

The Buyer is punctually to pay all taxes, duties, rates and outgoings payable in respect of the Property.

### **3.7 Costs and expenses**

The Buyer is to pay on demand to the Seller or the Receiver:

- 3.7.1 all costs and expenses which may be incurred by either of them in connection with:
  - 3.7.1.1 any consents or approvals which may be required in respect of the Property other than any which relate to compliance with any Contamination or any matters arising as a result of the Demolition Works and/or Pipe Repair Works which shall be the sole responsibility of the Seller until the later of the Drainage Payment Date or the Deferred Payment Date;
  - 3.7.1.2 negotiating, preserving, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers; and
  - 3.7.1.3 any other fees and costs arising from preserving or improving the security created by this Legal Charge; and
- 3.7.2 interest on any costs and expenses payable under this Legal Charge from the date upon which they were demanded until repayment and as well after as before judgment at the Default Interest Rate.

## **4. POWER OF SALE**

### **4.1 Consolidation of mortgages**

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

### **4.2 Power of leasing**

The restriction on the powers of the Seller or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

#### **4.3 Power of sale**

For the purposes only of section 101 of the 1925 Act, the Secured Amounts become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this Legal Charge.

#### **4.4 Exercise of power of sale**

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable without any demand.

#### **4.5 Events of default**

Subject to clause 4.5.7 this Legal Charge will become immediately enforceable and the powers of the Seller and the Receiver exercisable in any of the following events:

- 4.5.1 the Buyer does not pay the Drainage Payment within 5 Working Days of the Drainage Payment Date where the Seller has made a demand in writing to the Buyer for payment on or within 5 Working Days before the Drainage Payment Date
- 4.5.2 the Buyer does not pay the Deferred Payment within 5 Working Days of the Deferred Payment Date where the Seller has made a demand in writing to the Buyer for payment on or within 5 Working Days before the Deferred Payment Date; or
- 4.5.3 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises any power of sale in relation to the Property; or
- 4.5.4 where the Buyer is a company, an administrator is appointed over the Buyer; or
- 4.5.5 where the Buyer is a company, an order is made for the winding up of the Buyer; or
- 4.5.6 where the Buyer is a company, a voluntary arrangement is made in respect of the Buyer under Part I Insolvency Act (except, in each case, for a voluntary winding up while solvent for the purposes of an amalgamation or reconstruction first notified in writing to the Seller and which results in the assumption of all the Buyer's obligations under this Legal Charge by an entity first approved in writing by the Seller (such approval not to be unreasonably withheld or delayed) and against whom the Seller can enforce those obligations as if such entity were named in this Legal Charge in place of the Buyer).
- 4.5.7 on and at any time after the occurrence of an Event of Default which is continuing the Seller may exercise any or all of its rights, remedies, powers or discretions under this Deed.
- 4.5.8 the Seller shall not take any enforcement action in respect of this Deed until it has complied with clause 18.5 of the Sale Contract.

#### **4.6 Seller's powers**

*The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Seller at its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge.*

**5. APPOINTMENT OF RECEIVERS**

**5.1 Appointment of receivers**

At any time after the Seller's power of sale has become exercisable, the Seller may appoint one or more than one Receiver in respect of the Property.

**5.2 Removal of restrictions on appointment**

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

**5.3 Joint and several powers**

If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.

**5.4 Additional or alternative receivers**

The Seller may remove the Receiver and appoint another Receiver and the Seller may also appoint an alternative or additional Receiver.

**5.5 Agent of the Buyer**

The Receiver will, so far as the law permits, be the agent of the Buyer.

**5.6 Buyer's liability**

The Buyer alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

**5.7 Liability for default**

The Seller will be not be responsible for any misconduct, negligence or default of the Receiver.

**5.8 Continuation of powers following liquidation or bankruptcy**

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Buyer.

**5.9 Receiver's remuneration**

The remuneration of the Receiver may be fixed by the Seller but will be payable by the Buyer. The amount of the remuneration will form part of the Secured Amounts.

**5.10 General powers of a Receiver**

A Receiver will have the power on behalf and at the cost of the Buyer:

5.10.1 to do or omit to do anything which the Buyer could do or omit to do in relation to the Property; and

5.10.2 to exercise all or any of the powers conferred on the Receiver or the Seller under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

**5.11 Specific powers of a Receiver**

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 5.11.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Buyer;
- 5.11.2 to carry on, manage or permit the carrying on and managing any business of the Buyer at the Property as the Receiver may think fit;
- 5.11.3 to sell, whether by public auction or private contract or otherwise, exchange, license or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and
- 5.11.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

**5.12 Application of proceeds**

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this clause 5.

**6. DISTRIBUTIONS**

Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amounts, be applied in or towards discharging in the following order of priority:

- 6.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 6.1.2 the remuneration of the Receiver;
- 6.1.3 the Secured Amounts in such order as the Seller may determine; and
- 6.1.4 the claims of those entitled to any surplus.

**7. PURCHASER**

A purchaser from, tenant or other person dealing with the Seller or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

**8. WARRANTIES**

**8.1 The Buyer warrants to the Seller that:**

- 8.1.1 neither the execution of this Legal Charge by the Buyer nor compliance with its terms will:
  - 8.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Buyer is bound; or

8.1.1.2 cause any limitation on any of the powers of the Buyer or on the right or ability of the directors of the Buyer to exercise those powers to be exceeded;

8.1.2 all consents required by the Buyer for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

8.1.3 no person having any charge or other form of security over the Property or any other assets of the Buyer has enforced or given notice of its intention to enforce such security; and

8.1.4 no Event of Default has occurred or is continuing.

## **9. EXCLUSION OF LIABILITY AND MISCELLANEOUS**

### **9.1 Liability for loss and damage**

The Seller and the Receiver will not be liable to the Buyer for any loss or damage incurred by the Buyer arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

### **9.2 Buyer's Indemnity**

The Buyer agrees with the Seller to indemnify the Seller and the Receiver against any exercise of the powers of the Seller or the Receiver or any attempt or failure to exercise those powers.

### **9.3 Lien**

The Seller shall not be entitled to any lien over the Property in respect of the Drainage Payment or the Deferred Payment.

### **9.4 Enforcement**

Subject to clause 4.5.7, provided the Buyer pays the Drainage Payment and the Deferred Payment to the Seller in accordance with the terms of this Legal Charge and no Event of Default has occurred and is continuing the Seller will not enforce the security created by this Legal Charge.

## **10. POWERS**

### **10.1 Execution of documents**

The Receiver will have power, either in the name of the Buyer or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

### **10.2 Power of attorney by the Buyer**

The Buyer irrevocably appoints the Seller and separately the Receiver by way of security to be the attorney of the Buyer, with full power to appoint substitutes and to sub-delegate, for the purposes set out in clause 10.3.

### **10.3 Extent of power of attorney by the Buyer**

The power of attorney given in clause 10.2 permits the Seller or the Receiver in the name of and on behalf of the Buyer:

- 10.3.1 to perfect the security given by the Buyer under this Legal Charge; and
- 10.3.2 to execute any document or do any act or thing which the Buyer is obliged to execute or do under this Legal Charge or which the Seller or the Receiver may in their absolute discretion consider appropriate in connection with the exercise of any of the powers of the Seller or the Receiver.

#### **10.4 Power of attorney by the Seller**

Pursuant to section 4 of the Powers of Attorney Act 1971 the Seller hereby irrevocably appoints the Buyer (and any person nominated in writing by the Buyer acting jointly and severally with the Buyer) as attorney of the Seller and in their name and on behalf of the Seller and as the act and deed of the Seller in the event that the Seller has not so executed any required Release deed assurance agreement or instrument within 10 Working Days of a request to do so to execute seal and deliver and otherwise perfect any Release deed assurance agreement instrument or act which may be properly required for any of the purposes set out in clauses 2.4.1 -2.4.3 (inclusive), 3.1, 3.2 and 3.3 of this Legal Charge and the Seller agrees to ratify and confirm the proper actions of the Buyer by virtue of this power of attorney.

#### **10.5 Disposal of chattels**

If the Seller or the Receiver obtain possession of the Property and the Buyer does not remove any chattels on the Property, the Seller or the Receiver may remove and store or sell them without being under any liability to the Buyer other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Seller or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amounts.

### **11. NOTICES**

#### **11.1 Form of notices**

Any notice served under this Legal Charge is to be:

- 11.1.1 in writing;
- 11.1.2 signed by an officer of the party serving the notice or by its solicitors;
- 11.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time with a copy to the relevant parties solicitor.

#### **11.2 Time of receipt**

If a notice is received after 5.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

#### **11.3 Deemed receipt**

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

- 11.3.1 if delivered by hand, at the time of delivery; or
- 11.3.2 if sent by post, on the second working day after posting.

**12. LAW AND JURISDICTION**

**12.1 Governing law**

This Legal Charge is to be governed by and interpreted in accordance with English law.

**12.2 Jurisdiction**

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgment against the Buyer in the courts of any competent jurisdiction.

**13. EXECUTION**

The Seller and the Buyer have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars.



Signed as a deed by )  
~~ANWYL CONSTRUCTION COMPANY LIMITED~~ )  
acting by two directors or )  
one director and its secretary )

~~Signature of director~~

~~Signature of director/secretary~~

Signed as a deed by )  
WAIN ESTATES (CARRINGTON) LIMITED )  
acting by two directors or )  
one director and its secretary )

Signature of director

Signature of director/secretary

Signed as a Deed by Paul James Gidman as  
Attorney for ANWYL CONSTRUCTION COMPANY  
LIMITED pursuant to a Power of Attorney dated  
28 February 2020 in the presence of:-



Signature of Attorney – Paul James Gidman

WITNESS

Signature: C J Huddes

Name: CHRISTINA SUDDES


Address: c/o SHOOBATHS LLP, THE XYZ  
BUILDING, 2 HARRISON BOULEVARD,  
SANNINGFIELDS, MANCHESTER  
Occupation: SOLICITOR M3 3AZ

DATED 30/9/2022

ANWYL CONSTRUCTION COMPANY  
LIMITED

AND

WAIN ESTATES (CARRINGTON) LIMITED

Certified to be a  
true and  
accurate copy  
of the original  
  
Nina E Chesworth

Solicitor  
6/10/22

---

Legal Charge

relating to the Meadow, at Carrington Village Manchester Road, Carrington  
Trafford, Greater Manchester, M21 4DD

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Nina Chesworth  
Wain Group Limited  
Fontwell House  
Daten Ave  
Birchwood  
WA3 6BX

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**PARTICULARS**

**Date**

20 August 2014

**Buyer**

**ANWYL CONSTRUCTION COMPANY LIMITED** (CRN: 00435323) and whose registered office is at Anwyl House Clos Dewi Sant St David's Park Ewloe Flintshire CH5 3DT.

**Seller**

**WAIN ESTATES (CARRINGTON) LIMITED** (CRN: 08737147) and whose registered office is at Fontwell House Trident Business Park Warrington WA3 6BX

**Default Interest Rate**

4% above the base rate from time to time of Lloyds Bank plc or such other clearing bank nominated by the Seller at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Seller may reasonably determine.

**Property**

means the freehold property known as The Meadow, at Carrington Village Manchester Road, Carrington Trafford, Greater Manchester, M21 4DD forming part of the Title Number and shown edged red on Plan 1

**Title Number**

GM900776 (part)

**Transfer**

A transfer of the Property of even date with this Legal Charge and made between (1) the Seller and (2) the Buyer

**THIS LEGAL CHARGE** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Buyer; and
- (2) the Seller.

**BACKGROUND**

- (A) By the Transfer the Seller transferred the Property to the Buyer.
- (B) The Seller has agreed that the Buyer can pay the purchase price of the Property to the Seller in instalments on the terms of the Sale Contract.
- (C) The Buyer has agreed to grant this Legal Charge to the Seller as security for the Buyer's obligation to pay the Drainage Payment and the Deferred Payment.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Legal Charge, the following words and expressions have the following meanings:

<b>"1925 Act"</b>	Law of Property Act 1925
<b>"Buyer's Solicitors"</b>	means Shoosmiths LLP of XYZ Building 2 Hardman Boulevard Spinningfields Manchester M3 3AZ (Ref: Paul Gidman M-01015084) or such other solicitor or solicitors of the Buyer appoints from time to time and notifies the Seller of in writing
<b>"Charged Property"</b>	the Property less any parts which are the subject of a Release
<b>"Contamination"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deed of Priority"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deferred Payment"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Deferred Payment Date"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Demolition Works"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Drainage Payment"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Drainage Payment Date"</b>	shall have the meaning ascribed to it in the Sale Contract
<b>"Event of Default"</b>	any of the events of default set out in <b>clause 4.5</b>
<b>"Guarantor"</b>	means Anwyl Group Limited, a company registered in England and Wales with company number 04375093

whose registered office is at Anwyl House St. Davids Park, Ewloe, Deeside, Flintshire CH5 3DT.

**“Insolvency Act”**

Insolvency Act 1986

**“Permitted Disposal”**

means any one or more of the following:

a) subject to clause 3.1 a second ranking legal mortgage, charge or debenture;

b) the disposal (whether by way of a transfer of the *freehold*, the *grant of a lease, easement or otherwise*) dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or

c) the dedication/adoption and/or disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980; and/or

d) the disposal of any part of the Property which is required to comply with the requirements of any Statutory Agreement and/or Planning Agreement; and/or

e) the disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar but only in the event that such disposal limits the use of the relevant part of the Property for use as common parts, open space, amenity land or similar (as the case may be) or the disposal (here meaning a transfer, lease of greater than 99 years or grant of an easement) of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or the disposal of any part or parts of the Property to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider and affordable housing shall include any other scheme tenure or restriction designated as *affordable from time to time by the government*.

**“Pipe Repair Works”**

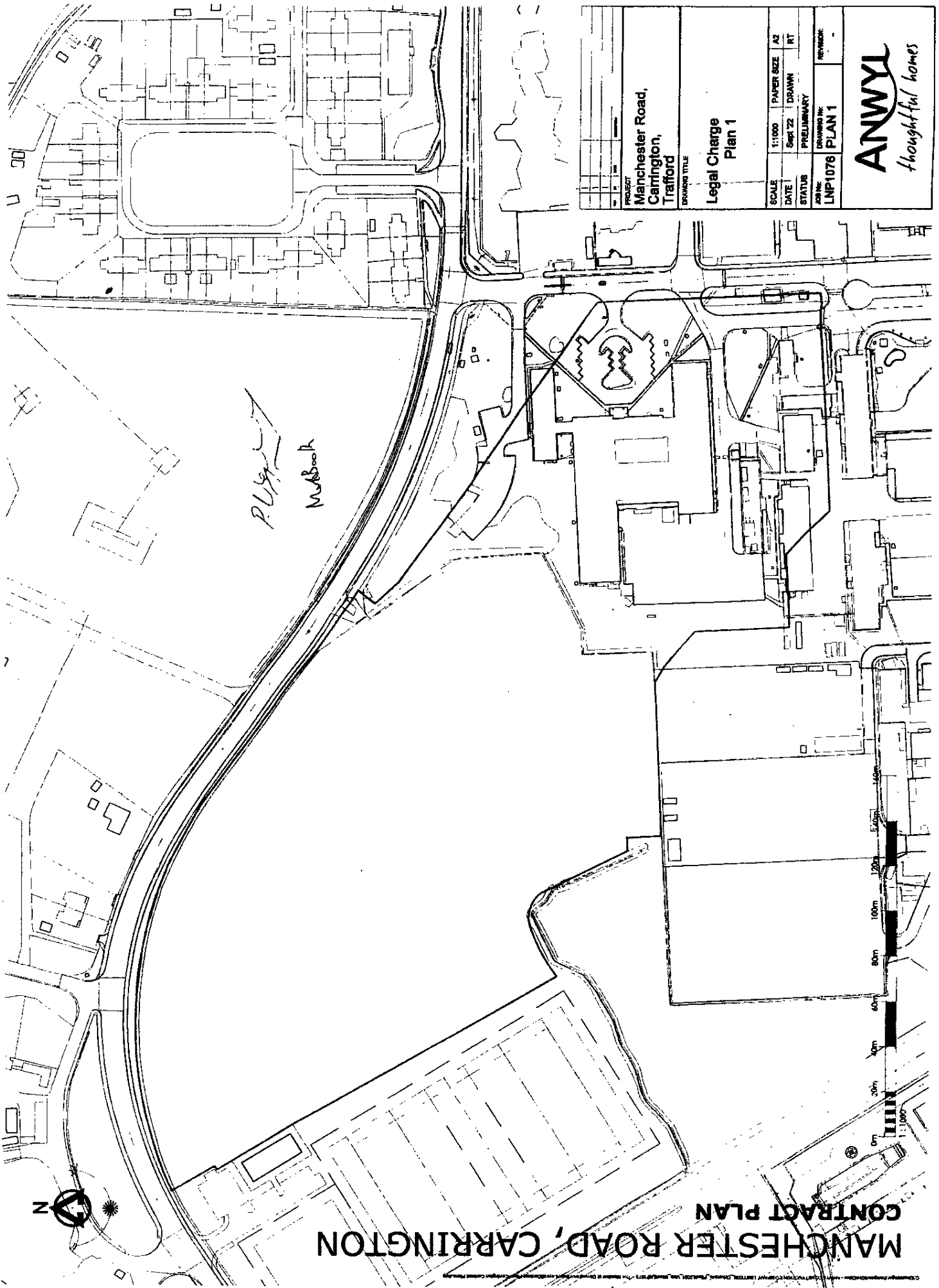
shall have the meaning ascribed to it in the Sale Contract

**“Plan 1”**

the plan annexed to this Deed and marked ‘Plan 1’



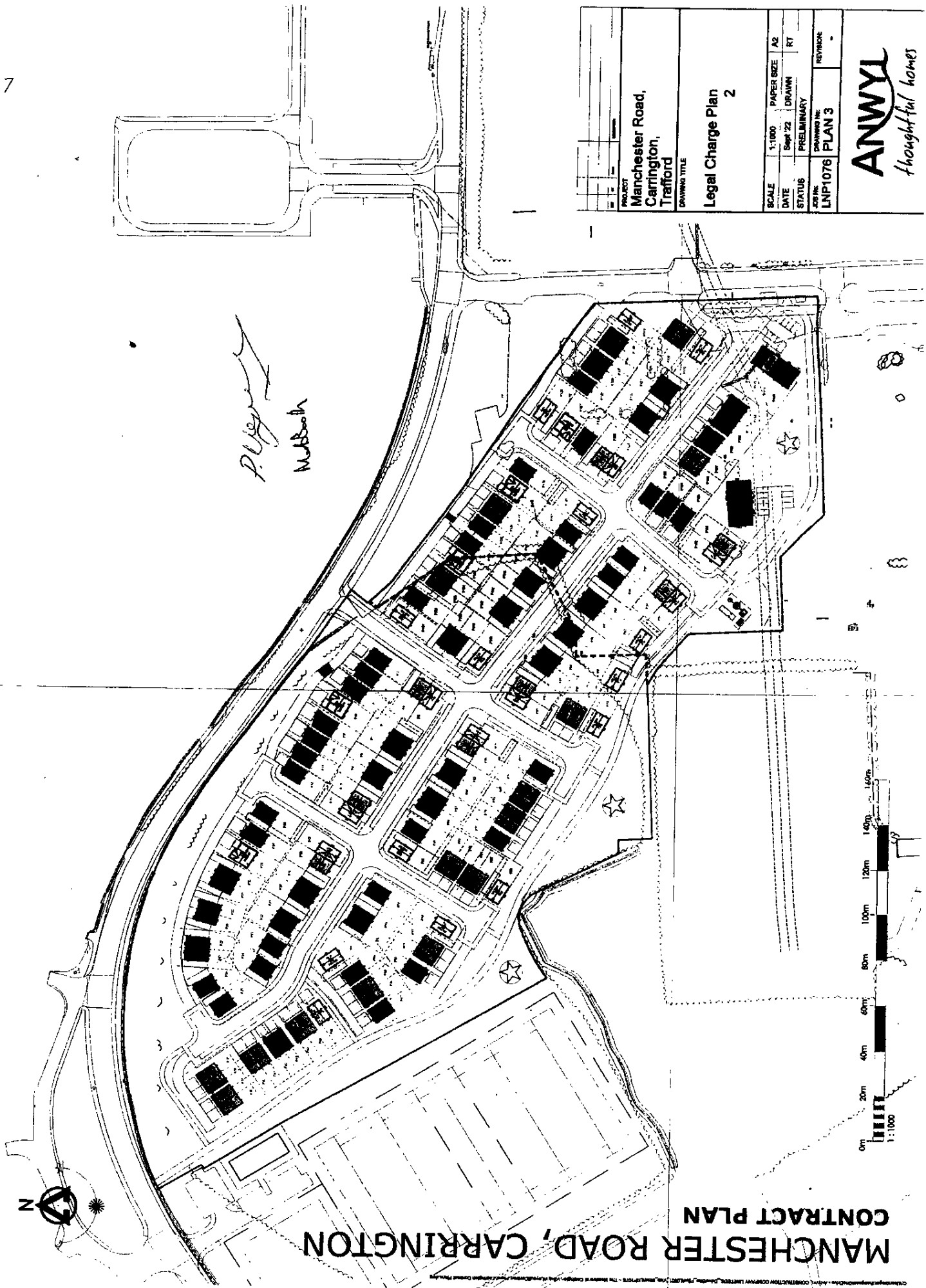
<b>"Plan 2"</b>	the plan annexed to this Deed and marked 'Plan 2'
<b>"Planning Agreement"</b>	any agreement or agreements entered into pursuant to section 106 of the Town and Country Planning Act 1990
<b>"Receiver"</b>	any receiver or manager appointed by the Seller under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
<b>"Release"</b>	form DS3 or form DS1 (as applicable) and form RX4 and/or letter of consent or such other forms as shall be required to release the Charged Property from this Legal Charge and consent to any rights granted over the Charged Property in relation to any Permitted Disposal and the restriction referred to at clause 2.5
<b>"Release Area"</b>	means the Property excluding such part of the Property as is shown by a green dashed line on Plan 2
<b>"Reserved Matters Approval"</b>	shall have the same meaning as ascribed to it in the Sale Contract
<b>"Sale Contract"</b>	a Contract dated 30 September 2022 and made between (1) the Seller (2) the Buyer and (3) Anwyl Group Limited
<b>"Secured Amounts"</b>	the Deferred Payment and the Drainage Payment and all other sums due to the Seller under this Legal Charge
<b>"Security"</b>	any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating but does not include this Legal Charge
<b>"Seller's Solicitors"</b>	means Nina Chesworth of Wain Group Limited, Exchange House, Kelburn Court, Daten Park, Birchwood WA3 6UT or such other solicitor or solicitors as the Seller appoints from time to time and notifies the Buying of in writing
<b>"Statutory Agreement"</b>	<p>an agreement or undertaking in respect of and affecting the Property (whether or not also affecting other property) pursuant to:</p> <ul style="list-style-type: none"> <li>(a) section 111 Local Government Act 1972;</li> <li>(b) sections 38 or 278 Highways Act 1980;</li> <li>(c) section 104 Water Industry Act 1991 or any other provision of similar intent to that section, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water to, or the drainage of surface or foul water from, the Property; or</li> </ul>



# MANCHESTER ROAD, CARRINGTON

## CONTRACT PLAN

PROJECT		Manchester Road, Carrington, Trafford	
DRAWING TITLE		Legal Charge Plan 1	
SCALE	1:1000	PAPER SIZE	A2
DATE	Sept 22	DRAWN	RT
STATUS	PRELIMINARY	DRAWING NO.	LNP1076
JOB NO.	LNP1076	PLAN	1
ANWYL		thoughtful homes	



*P. Vignani*  
*M. B. B. B.*

**MANCHESTER ROAD, CARRINGTON**  
**CONTRACT PLAN**

PROJECT		Manchester Road, Carrington, Trafford	
DRAWING TITLE		Legal Charge Plan 2	
SCALE	1:1000	PAPER SIZE	A2
DATE	Sept 22	DRAWN	RT
STATUS	PRELIMINARY		
JOB NO.	LNP1076	PLAN	3
DRAWING NO.		REVISION	
ANWYL		thoughtful homes	

- (d) the statutory requirements of an appropriate authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them or any other competent authority relating to other services

<b>"Unit"</b>	means a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property
<b>"Unit Releases"</b>	means the Releases relating to Units within the Release Area provided for under clause 2.4.1
<b>"Warranties"</b>	the warranties given by the Buyer to the Seller under <b>clause 8</b>
<b>"Working Days"</b>	any day excluding Saturdays Sundays English bank or public holidays when banks are generally open for the transaction of normal banking business in London

## 1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
  - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the Charged Property include any part of it;
- 1.2.6 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.7 "including" means "including, without limitation";

- 1.2.8 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;
  - 1.2.9 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
  - 1.2.10 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
  - 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.
- 1.3 **Particulars**
- The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.
- 1.4 **Contracts (Rights of Third Parties) Act 1999**
- The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
2. **CHARGE**
- 2.1 **Covenant to pay**
- 2.1.1 The Buyer covenants with the Seller to pay the Deferred Payment to the Seller on the Deferred Payment Date.
  - 2.1.2 The Buyer covenants with the Seller to pay the Drainage Payment to the Seller on the Drainage Payment Date.
- 2.2 **Legal mortgage**
- The Buyer with full title guarantee charges the Property by way of first fixed legal mortgage with the payment of the Secured Amounts.
- 2.3 **Continuing security**
- This Legal Charge is made for securing the Secured Amounts. It is a continuing security for the payment and discharge of the Secured Amounts.
- 2.4 **Release**
- 2.4.1 The Seller shall (at its own cost) execute the Unit Releases and deliver the same to the Buyer's Solicitors within 5 Working Days of receipt of written request from the Buyer to do so provided that:
    - 2.4.1.1 The Buyer has obtained Reserved Matters Approval;
    - 2.4.1.2 No Event of Default has occurred and is continuing;

- 2.4.1.3 All information reasonable requested by the Seller is provided to the Seller so that the Seller can establish that the request does relate to a Unit Release;
- 2.4.1.4 Any such request shall include the form of Release required to be executed (it being agreed that any consent to the grant of rights over the Property can be by way of one composite consent letter in a form to be approved by the parties both acting reasonably);
- 2.4.1.5 The Unit Releases will relate to Units within the Release Area as more particularly identified on the Reserved Matters Approval; and
- 2.4.1.6 The Unit Releases will be limited to 46 Releases until the Drainage Payment has been made (made by a single Release); and
- 2.4.1.7 A further 45 Releases can be requested once the Drainage Payment has been made (made by a single Release).
- 2.4.2 The Seller shall without cost to the Buyer (subject to the Buyer providing the relevant forms of Release for execution and signature as applicable by the Seller) on payment of both the Drainage Payment and the Deferred Payment payable pursuant to the clause 2.1 of this Legal Charge release the Property from this Legal Charge and shall within 5 Working Days of a request from the Buyer to do so provide to the Buyer duly executed Release releasing from this Legal Charge and the restriction at 2.5.1 below the remainder of the Charged Property;
- 2.4.3 In addition to the Release provided for under clause 2.4.1 and 2.4.2 the Seller shall within 10 Working Days of the Buyer making a request in writing at any time after the completion of this Legal Charge and without cost to the Seller execute and deliver to the Buyer Releases for Permitted Disposals provided that:
  - 2.4.3.1 no Event of Default has occurred and is continuing;
  - 2.4.3.2 all information reasonably requested by the Seller is provided to the Seller so the Seller can establish that the request does relate to a Permitted Disposal; and
  - 2.4.3.3 any such request shall include the form of Release required to be executed.
- 2.5 **Land Registry restriction**
  - 2.5.1 The Buyer is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the title number allocated to the Property by the Land Registry in the following Land Registry standard form:
 

"No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Legal Charge*] in favour of Wain Estates (Carrington) Limited referred to in the charges register."
  - 2.5.2 For the avoidance of doubt the restriction set out in this clause 2.5 is not to be carried over onto any title allocated to a Permitted Disposal.

## **2.6 Early Repayment**

For the avoidance of doubt the Buyer shall be entitled to pay the whole of the Drainage Payment and/or the Deferred Payment or such balance as is at the relevant time unpaid and/or the whole of any instalment of the Drainage Payment and/or the Deferred Payment prior to the due date for payment thereof.

## **3. COVENANTS**

### **3.1 Planning Agreements**

Notwithstanding and without prejudice to clause 16 of the Sale Contract, the Seller shall upon being called upon the Buyer so to do enter into any Planning Agreement (but for the purpose only of giving its consent as mortgagee to the entering into of the agreement) provided that such agreement shall contain provisions that:

- 3.1.1 the agreement shall not come into effect until the relevant planning permission is granted
- 3.1.2 any obligation (other than an obligation to pay costs and fees in connection with the negotiation of any such agreement (which for the avoidance of doubt shall be the responsibility of the Buyer)) imposed by the agreement shall not take effect earlier than the commencement of the development authorised by the relevant planning permission
- 3.1.3 each owner of the Property (or any part of it) will be released from all liability under the agreement immediately following that owner disposing of its interest in the Property
- 3.1.4 the Seller does not undertake any functions or obligations or incur any liability under the agreement

### **3.2 Restriction on further security**

The Buyer is not to create or permit any Security to be created in or over the Property without the Buyer and the Seller entering into a Deed of Priority provided always that this Legal Charge shall not prevent any existing or future floating charge overall or part of the undertaking property and assets of the Buyer from subsisting or being created.

### **3.3 Statutory Agreements**

The Seller shall within 10 Working Days of a written request from the Buyer enter into any Statutory Agreements or any provision of similar intent which is required to procure the construction maintenance and (if applicable) adoption of the roads and sewers and the provision of services in connection with the development of the Property provided that the Seller shall not be required to undertake any functions or obligations or incur any liability under any such agreement and shall be a party thereto purely for the purpose of confirming their consent thereto as mortgagee.

### **3.4 Easements and Wayleaves**

The Seller shall within 10 Working Days of upon being called upon by the Buyer to do so consent to and join in the grant of any easement or wayleave or similar agreement by the Buyer in favour of a supplier of gas, water, electricity, telecommunications or drainage services, for the housing of a substation, gas governor, pumping station or similar apparatus, in order that such services

DATED 29th February 2020

POWER OF ATTORNEY

by

ANWYL CONSTRUCTION COMPANY LIMITED

to

PAUL JAMES GIDMAN, DANIEL MONAGHAN, LISA JANE TYE and JAMES  
ALEXANDER BRODIE

WE HEREBY CERTIFY  
THIS TO BE A TRUE  
AND COMPLETE COPY  
OF THE ORIGINAL  
SHOOSMITHS LLP *[Signature]*  
DATE 11.02.2020



THIS POWER OF ATTORNEY is made on 28th February 2020 by **ANWYL CONSTRUCTION COMPANY LIMITED** (registered in England and Wales under Company Number 00435323) whose registered office is at Anwyl House, Clos Dewi Sant, St David's Park, Ewloe Flintshire CH5 3DT (the "**Company**")

## **BACKGROUND**

- A.** Paul James Gidman, Daniel Monaghan, Lisa Jane Tye and James Alexander Brodie (all of whom are Members of Shoosmiths LLP) are solicitors acting on behalf of the Company and the Company wishes to appoint those individuals to execute documents (whether or not by deed) on behalf of the Company in connection with the acquisition, sale, disposal or other dealings in land within the limitations as set out in this deed.
- B.** Section 47 Companies Act 2006 permits the execution of deeds by the Company acting by its attorney where such attorney is appointed by way of deed.
- C.** The Company's Articles of Association contain a power for the Board of Directors of the Company to delegate signing authority to a third party by way of power of attorney.
- D.** The Company's Board of Directors has approved the delegation of authority to the Attorney in the terms set out in this deed.

## **I. APPOINTMENT AND POWERS**

**THE COMPANY** appoints **PAUL JAMES GIDMAN, DANIEL MONAGHAN, LISA JANE TYE AND JAMES ALEXANDER BRODIE**, all of Shoosmiths LLP of Witan Gate House, 500-600 Witan Gate West, Milton Keynes, Buckinghamshire, MK9 1SH, to act jointly and severally as its attorney (the '**Attorney**') with authority to act on its behalf:

- (a) to consider, settle, approve, sign, execute, deliver, amend, vary and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in his or her absolute discretion considers desirable in connection with the acquisition, sale, disposal, granting or discharging of security over, or other dealings (including borrowing funds in connection with all such dealings) in landed property (**Property Transactions**) including (without limitation) the following documents: contracts, conveyances, transfers, mortgages or charges (**Property Documents**); and

- (b) to take any steps or do anything which the Attorney in his or her absolute discretion considers desirable in connection with the implementation of any Property Transaction or the implementation and/or execution of any Property Documents.

**2. THIRD PARTIES**

Any third party, acting in good faith, shall be entitled to rely on this Power of Attorney as conclusive evidence that the Attorney is authorised to act on behalf of the Company in respect of all the matters specified in paragraph 1 above, without further investigation.

**3. RATIFICATION**

The Company undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this *power of attorney*.

**4. VALIDITY**

The Company declares that this Power of Attorney shall remain in full force and effect until the earlier of:

- (i) the date upon which the Attorney ceases to be a Member of Shoosmiths LLP (Company Number OC374987 whose registered office is at Witan Gate House, 500-600 Witan Gate West, Milton Keynes, Buckinghamshire, MK9 1SH) and
  - (ii) the expiration of 3 years from the date hereof.
- until which time it shall be irrevocable.

**5. INDEMNITY**

- 5.1 The Company undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which he or she sustains or incurs in connection with any action taken by him or her in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).
- 5.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

6. **GOVERNING LAW AND JURISDICTION**

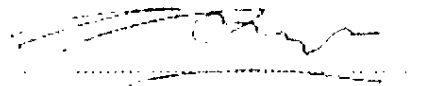
This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

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

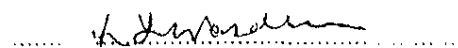
Executed as a deed by  
**ANWYL CONSTRUCTION  
COMPANY LIMITED** acting by

**THOMAS JAMES ANWYL** and

**LUCY FRANCES WASDELL**



SIGNATURE OF FIRST DIRECTOR



SIGNATURE OF SECOND  
DIRECTOR/SECRETARY

Signed as a deed by  
**PAUL JAMES GIDMAN**  
in the presence of:



CLAIRE COX

20 DELPH DRIVE

BURSCLOW HILL




SIGNATURE OF PAUL JAMES GIDMAN

Signed as a deed by  
**DANIEL MONAGHAN**  
in the presence of:



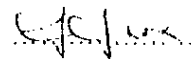
SIGNATURE OF DANIEL MONAGHAN

  
.....  
XYZ Building 2 Hardman Boulevard  
Manchester M3 3AZ

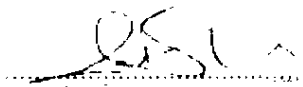
Signed as a deed by  
**LISA JANE TYE**  
in the presence of:



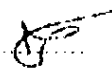
SIGNATURE OF LISA JANE TYE

  
.....  
Jane Fox  
.....  
XYZ Building  
2 Hardman Boulevard  
M3 3AZ

Signed as a deed by  
**JAMES ALEXANDER BRODIE**  
in the presence of:



SIGNATURE OF JAMES ALEXANDER  
BRODIE

  
.....  
Jane Fox  
.....  
XYZ Building 2 Hardman Boulevard  
Manchester M3 3AZ