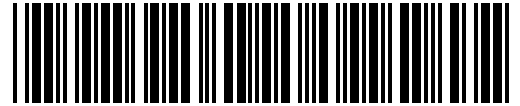




**Registration of a Charge**

Company Name: **V&A HOMES (YORKSHIRE) LTD**

Company Number: **10726005**



Received for filing in Electronic Format on the: **27/10/2021**

XAFZE2LK

**Details of Charge**

Date of creation: **26/10/2021**

Charge code: **1072 6005 0003**

Persons entitled: **PETER RANSOM MYERS  
PAULINE MARY MYERS**

Brief description: **PLOTS 1 AND 5 MANOR FARM, CARR LANE, SUTTON-ON-THE-FOREST,  
YORK, YO61 1EB**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **SAM VISSER**



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

Company number: 10726005

Charge code: 1072 6005 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2021 and created by V&A HOMES (YORKSHIRE) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2021 .

Given at Companies House, Cardiff on 28th October 2021

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

# Land Registry

## Legal charge of a registered estate

# CH1

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

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

Give full name(s).

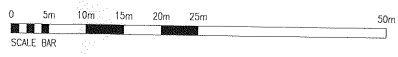
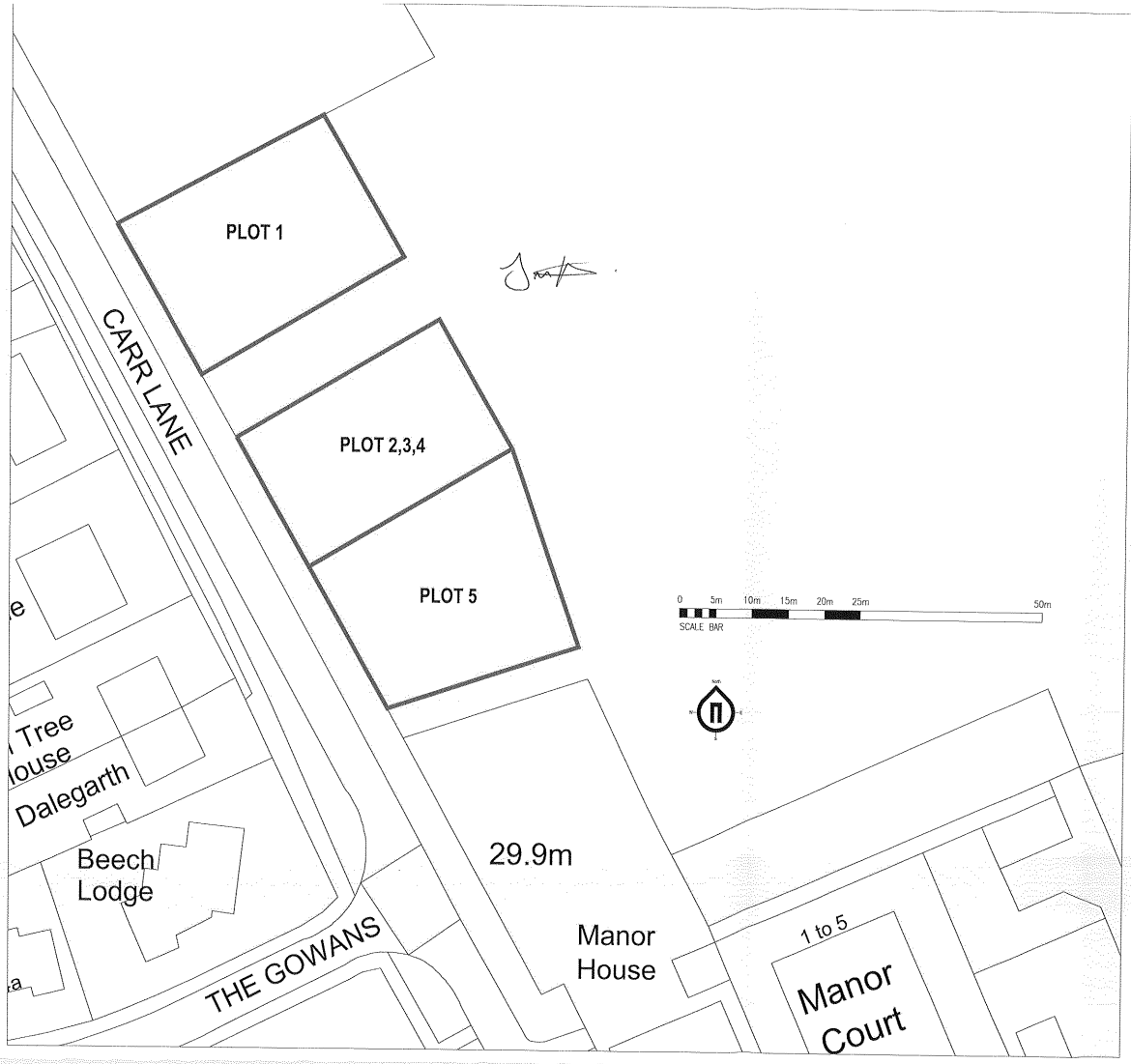
Complete as appropriate where the borrower is a company.

Give full name(s).

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

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

1	Title number(s) of the property:  To be allocated
2	Property:  Plot 1 and 5 Manor Farm, Carr Lane, Sutton-on-the-Forest, York YO61 1EB
3	Date: <i>26<sup>th</sup> October 2021</i>
4	Borrower:  <b>V &amp; A Homes (Yorkshire) Limited</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <b>10726005</b>  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register:  <b>Pauline Mary Myers (1) and Peter Ransom Myers (2)</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register:  (1) Manor House Farm, Carr Lane, Sutton-on-the-Forest, York YO61 1EB  (2) Woodside Farm, Tollerton Road, Huby, York YO61 1JD



CLIENT		
V&A Homes (Yorkshire) Ltd		
PROJECT		
SUTTON ON THE FOREST		
DRAWING TITLE		
PLOT PLAN LEGAL PLAN 3		
Scale	Drawn By	Date Drawn
1:500@A3	RW	03.08.21
	Checked By	Date Checked
	JB	03.08.21
Drawing No.	Revision	
LEG 03		

Place 'X' in any box that applies.

Add any modifications.

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

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

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

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

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9.</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Pauline Mary Myers of Manor House Farm, Carr Lane, Sutton-on-the-Forest, York YO61 1EB or her personal representative and Peter Ransom Myers of Woodside Farm, Tollerton Road, Huby, York YO61 1JD or his personal representative or their conveyancer.</p>
9	<p>Additional provisions</p> <p><b>9.1 Definitions</b></p> <p>Save where there is something in the subject or context inconsistent therewith in this Deed the following expressions shall have the following meanings:<sup>1</sup></p> <p>9.1.1 <b>“Property”</b> means the freehold property being Plot 1 and 5 Manor House Farm, Carr Lane, Sutton-on-the-Forest, York YO61 1JD as shown edged red and labelled Plot 1 and Plot 5 on the Plan and each and every part thereof</p> <p>9.1.2 <b>“Plots 2-4”</b> means the freehold property shown edged red and labelled “Plots 2-4” on the Plan and each and every part of it;</p> <p>9.1.3 <b>“This Security”</b> means this mortgage and the Agreement and any subsequent document which is expressly stated to be supplemental or collateral hereto or which they entered into pursuant to or in accordance with the terms hereof</p> <p>9.1.4 <b>“Deferred Consideration”</b> means the sum of Five Hundred and Twenty Thousand Pounds (£520,000.00)</p> <p>9.1.5 <b>“Mortgage Monies”</b> means the Deferred Consideration and all other monies which may be owing to the Lender under this Deed and including any further monies due whether in respect of VAT, penalties thereon or interest payable by the Buyer to the Seller pursuant to the Agreement</p>

- 9.1.6 **"Agreement"** means a contract dated the same date as this deed and made between the Lender (1) and the Borrower (2) and relating to the Property and other land
- 9.1.7 **"Legal Charge"** and **"Deed"** means this deed
- 9.1.8 **"the Act"** means The Law of Property Act 1925
- 9.1.9 **"Plan"** means the plan attached to this Deed
- 9.1.10 **"First Redemption Date"** means the date 6 months from and including the date of this Deed
- 9.1.11 **"Second Redemption Date"** means the date 12 months from and including the date of this Deed
- 9.1.12 **"Exempt Disposal"** means any one or more of the following in respect of any part of the Property:
- (a) an agreement for the sale of the Property with the proposed occupier of the Property; or
  - (b) any deed of easement, wayleave or any other agreement or deed with an authority or body as shall have responsibility under statute for highways matters or a service supply company or statutory body
- 9.1.13 **"working day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

## 9.2 Interpretation

- 9.2.1 The expressions "Borrower" and "Lender" shall include their respective successors in title.
- 9.2.2 Words importing the singular number include the plural and vice versa.
- 9.2.3 If there are two or more parties hereto including within the expression "Borrower" or "Lender" such expression shall be construed as referring to all or any one or more of those parties and the covenants charges agreements and obligations herein expressed or implied on the part of the Borrower or the Lender (as the case may be) shall be deemed to be joint and several.
- 9.2.4 The clause and paragraph headings in this mortgage are for ease of reference only and are not to be taken into account in the construction or in the interpretation of the clause or the paragraph to which they refer.
- 9.2.5 Words of one gender include both other genders and words denoting natural persons include corporations and firms.
- 9.2.6 Words denoting an obligation on the party to do any act matter or thing include an obligation to procure that it be done.

9.2.7 Words placing a party under restriction include an obligation not to permit infringement of the restriction.

9.2.8 References to liability include where the context so allows claims demands proceedings costs damages and expenses.

### 9.3 **Transfer**

The Lender has transferred its interest in the Property to the Borrower under a transfer of even date and in accordance with the Agreement.

### 9.4 **Repayment**

The Borrower hereby covenants with the Lender that the Borrower shall:

9.4.1 repay the Deferred Consideration in two instalments each of £260,000 on each of the First Redemption Date and the Second Redemption Date together with all interest costs and other monies due pursuant to the terms of this Deed;

9.4.2 pay interest on any amounts due under clause 9.4.1 day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Agreement. In the case of any costs, such interest shall accrue and be payable as from the date on which the relevant costs arose, without the need for any demand for payment being made.

### 9.5 **Charge**

9.5.1 The Borrower with full title guarantee hereby charges by way of first legal mortgage to the Lender all that the Property as a continuing security for the payment to the Lender of the Mortgage Monies herein covenanted to be paid to the Lender.

9.5.2 For the avoidance of doubt the Borrower hereby declares that the charge referred to in clause 9.5.1 includes all and singular the buildings erections and other works and fixtures now or at any time hereafter erected or in the course of erection on or affixed to the Property.

### 9.6 **Borrower Covenants**

The Borrower hereby covenants with the Lender at all times as follows:

9.6.1 to keep the Property in a good state of repair and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed (if relevant);

9.6.2 to pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the

Property as and when they become payable and on demand must produce the receipt for such payments;

- 9.6.3 to permit the Lender to enter when safe and appropriate so to do (and in compliance with all reasonable regulations of the Borrower or its contractor having regard to the Property and the adjoining land being a construction site) on reasonable notice upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same;
- 9.6.4 not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing (such approval not to be unreasonably withheld or delayed) to make any material alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings and for the avoidance of doubt no such approval is required in respect of works for which planning approval has been granted prior to the date hereof;
- 9.6.5 to insure such of the Property as is of an insurable nature and keep them insured against loss or damage, to such value and in such manner as the Borrower shall reasonably determine;
- 9.6.6 to ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise is paid to the Borrower who must hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or, if the Lender so requires, in or towards the discharge of the Mortgage Monies;
- 9.6.7 to observe and perform the terms of the Agreement and all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Borrower;
- 9.6.8 to observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time;



- 9.6.9 not to create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security;
- 9.6.10 not to sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it other than by way of an Exempt Disposal;
- 9.6.11 to execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may reasonably think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it;
- 9.6.12 to pay on demand, on the footing of a full indemnity by the Borrower from and against them, all costs, charges and expenses reasonably and properly incurred whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Mortgage Monies or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver.

#### **9.7 Statutory powers**

- 9.7.1 In favour of any purchaser as defined in section 205 of the Act, or person dealing in good faith, the statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge are to be deemed to arise and be exercisable immediately after the execution of this charge.
- 9.7.2 The Borrower must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without previously obtaining the written consent of the Lender, but the Lender may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 9.7.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act is not to apply to this security.

#### **9.8 Enforcement of security**

- 9.8.1 Section 103 of the Act shall not apply to this security. Failing payment of the Mortgage Monies as and when they become due or other breach of the covenants and conditions on the Borrower's part contained in this charge, this security is to become enforceable, and the powers conferred on the Lender by the Act and this charge

immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.

9.8.2 At any time after this Security has become enforceable or if at any time the Property appears to the Lender to be in danger of being taken in execution by any creditor of the Borrower or to be otherwise in jeopardy, the Lender may without notice to the Borrower:

9.8.2.1 appoint any person, whether an officer of the Lender or not, to be a receiver of the Property or any part of it, and

9.8.2.2 remove any such receiver, whether or not appointing another in his place,

and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.

9.8.3 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise is to apply.

9.8.4 In addition to the powers conferred by the Act, any receiver so appointed is to have power, at his discretion, to such extent and upon such terms and conditions as he in his absolute discretion thinks fit and without being responsible for any loss or damage that may arise or be occasioned, to:

9.8.4.1 take possession of, collect and get in the Property;

9.8.4.2 repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights;

9.8.4.3 dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise;

9.8.4.4 exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of the Property;

- 9.8.4.5 make any arrangement or compromise in respect of the rights of the Borrower;
  - 9.8.4.6 appoint employ or dismiss managers, officers, contractors or agents;
  - 9.8.4.7 raise or borrow money, from the Lender or otherwise, upon the security of the Property;
  - 9.8.4.8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him;
  - 9.8.4.9 do all other acts and things he considers incidental or conducive to the exercise of any of the above powers; and
  - 9.8.4.10 do anything in relation to the Property that he could do if he were absolutely entitled to it.
- 9.8.5 In the exercise of his powers the receiver must conform to any regulations and directions made by the Lender, and is not to be responsible, nor is the Lender to be responsible, for any loss occasioned as a result. A receiver appointed under this security is to be deemed to be the agent of the Borrower and the Borrower alone is to be responsible for his acts and defaults and his remuneration.
- 9.8.6 At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower, exercise any power a receiver appointed by it could exercise.
- 9.8.7 Where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either:
- 9.8.7.1 by public auction or private contract; and
  - 9.8.7.2 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.
- 9.8.8 On any sale the Lender or receiver may make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale.
- 9.8.9 Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company and may be for

such consideration as the Lender or the receiver as the case may be considers sufficient.

**9.9 Money arising on enforcement of security**

9.9.1 All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge must be applied in the following order of priority:

9.9.1.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver;

9.9.1.2 in payment of the interest remaining unpaid;

9.9.1.3 in payment of all principal money, premiums or other sums comprised in the Mortgage Monies; and

9.9.1.4 any other surplus may be paid to the person so entitled.

9.9.2 If the Lender so determines, payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Mortgage Monies has been paid, but any alteration in the order of payment of principal, premium and other sums and interest must not prejudice the right of the Borrower to receive the full amount to which the Borrower would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

**9.10 Obligations of the Lender**

9.10.1 The Lender shall (at the cost of the Borrower all such costs to be reasonably and properly incurred) wherever possible execute such releases, consents and other documents referred to in this legal mortgage within 10 working days following written request by the Borrower so to do.

9.10.2 The Lender irrevocably appoints the Borrower by way of security as its attorney and in the Lender's name or otherwise on its behalf to sign, execute and deliver any of the releases, consents and other documents referred to in this clause 9 only if the Lender has not executed the same within 15 working days following written request by the Borrower.

9.10.3 On receipt of any of the payments referred to in clause 7.4 of the Agreement the Lender shall immediately execute and provide to the Borrower (at the cost of the Borrower all such costs to be reasonably and properly incurred) forms of

discharge in form DS3 (or such other form as may be appropriate) together with any Land Registry forms required for the release of the Restriction duly executed by the Lender for the discharge and release of the relevant plot.

9.10.4 Upon discharge of the Mortgage Monies the Lender shall promptly (and in any event within 10 working days of the date of discharge) release the whole Property or any part or parts thereof then remaining subject to this legal mortgage from the provisions of this legal mortgage and any associated restriction and shall (at its own cost) provide a completed and executed form of discharge together with any Land Registry forms required for the release of the Restriction.

9.10.5 At any time during the continuance of this legal mortgage and only whilst the Borrower has complied with its material obligations in this legal mortgage the Borrower shall be entitled:

9.10.5.1 to enter into any agreements and/or supporting bonds or guarantees (and where reasonably necessary at the expense of the Borrower (such costs being reasonably and properly incurred) require the Lender to enter into any agreements in such form as the appropriate authority or utility company may require including (inter alia) being a party to any such agreement to consent as mortgagee to its terms) under Section 106 of the Town and Country Planning Act 1990, Section 38 and/or Section 278 of the Highways Act 1980, Section 104 of the Water Industry Act 1991 or otherwise relating to and in furtherance of the development of the Property for the purpose authorised by the Planning Permission then in force or to come into force consequent upon the Purchaser (and the Lender if required) entering into such agreement or agreements;

9.10.5.2 to enter into any agreements and/or supporting bonds or guarantees (and where necessary require the Lender at the expense of the Borrower (such consent being reasonably and properly incurred) to enter into any agreements in such form as the appropriate authority or utility company may require including (inter alia) being a party to any such agreement to consent as mortgagee to its terms) (including wayleaves) or deed with regard to the provision of services by any Statutory Undertaker to the Property and if necessary to transfer free of this legal mortgage

(where by way of a freehold or leasehold transfer) any part of the Property as may be required for the provision of any electricity substation or gas governor or for the dedication to any Statutory Undertaker of any adoptable public highways adoptable public sewers and/or open space and/or amenity land or any other land and/or buildings which are to be transferred to any Statutory Undertaker relating to and in furtherance of the development of the Property;

9.10.5.3 to enter into (and where necessary at the expense of the Borrower (such costs being reasonably and properly incurred) require the Lender to enter into as mortgagee) any agreements or deeds granting rights easements or covenants over the Property and to put in place any supporting bonds or guarantees in so far as such rights easements or covenants are made in connection with any Exempt Disposals.

#### **9.11 Power of attorney by Borrower**

The Borrower irrevocably and by way of security appoints each of the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, severally as attorney of the Borrower, for the Borrower and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Borrower covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney.

#### **9.12 Power of attorney by Lender**

In the event of default of the Lender to comply with its covenants under this Deed, the Lender irrevocably and by way of security appoints each of the Borrower and any person nominated for the purpose by the Lender in writing under hand by an officer of the Borrower, including every receiver appointed by it, severally as attorney of the Lender, for the Lender and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may otherwise be deemed necessary to give effect to the obligations of the Lender. The Lender

covenants with the Borrower to ratify and confirm all acts or things made, done or executed by the attorney.

**9.13 Liability of Lender or receiver**

Neither the Lender nor any receiver appointed by the Lender, by reason of entering into possession of the Property, is to be liable to account as mortgagee in possession or for anything except actual receipts, or to be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

**9.14 Persons dealing with Lender or receiver**

9.14.1 No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, is to be concerned, bound or entitled to enquire or be affected by notice as to:

9.14.1.1 whether this security has become enforceable;

9.14.1.2 whether any power exercised or purported to be exercised by it or him has become exercisable;

9.14.1.3 the propriety or purpose of the exercise of any power under this charge;

9.14.1.4 whether any money remains due on the security of this charge; or

9.14.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is to be made.

9.14.2 The receipt of the Lender or any receiver or its or his attorney or agent for any money is to effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

**9.15 Continuing security**

This security is:

9.15.1 to be a continuing security to the Lender;

9.15.2 not to be considered as satisfied or discharged by any intermediate payment of the whole or part of the Mortgage Monies; and

9.15.3 to be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Mortgage Monies.

**9.16 Default by Borrower**

Without prejudice to any other rights and remedies of the Lender, and whether or not the Mortgage Monies have become due, if the Borrower defaults at any time in the

performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry.

**9.17 Indulgence**

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Borrower or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Borrower or any other person.

**9.18 Demands and notices**

A demand or notice under this charge must be made in writing signed by or on behalf of the Lender and may be served on the Borrower either personally or by post or email. A demand or notice by post may be addressed to the Borrower at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Borrower to the Lender, and a demand or notice so addressed and posted or sent by email is to be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Borrower.

**9.19 Representation and warranty**

The Borrower represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Borrower.

**9.20 Replacement Charge**

9.20.1 On the First Redemption Date where the Borrower has agreed for the sale of the Property, being in these circumstances either or both of Plot 1 or Plot 5, the Borrower may request that a replacement legal mortgage (substantially in the same form as this legal mortgage) is entered into whereby Plots 2-4 are provided as security for the Secured Liabilities. For the avoidance of doubt, this clause shall not itself create any security in favour of the Lender in respect of Plots 2-4.

9.20.2 The Lender shall not unreasonably withhold its consent to any request made by the Borrower pursuant to clause 9.20.1 and shall promptly (and in any event within 10 working days of the date of



the request by the Borrower) (at the expense of the Borrower) enter into any such new legal charge and provide to the Borrower all releases and consents necessary to release this Legal Charge, deal with the Property and register any new legal charge.

**9.21 Assignment and Transfer**

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

**9.22 Governing Law and Jurisdiction**

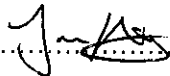
9.22.1 This legal mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.22.2 The parties to this legal mortgage irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal mortgage or its subject matter or formation (including non-contractual disputes or claims).

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

**10 Execution**

Signed as a Deed by  
**V & A HOMES  
(YORKSHIRE) LIMITED**  
acting by a Director in the  
presence of:

.....  
Director

Witness Signature: 

Witness Name: LUISA CUNDLE

Witness Address: 20 CASTLE MILLS, WATERSIDE,  
KNARESBOROUGH, HG5 8DE

Witness Occupation: MARKETING MANAGER.

Signed as a Deed by  
**PAULINE MARY  
MYERS** in the presence  
of:-

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Signed as a Deed by  
**PETER RANSOM**  
**MYERS** in the presence  
of:-

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**WARNING**

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

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

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

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