



Registration of a Charge

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X66749AW

Received for Electronic Filing: **11/05/2017**

Details of Charge

Date of creation: **28/04/2017**

Charge code: **SC25 5429 0295**

Persons entitled: **ANTHONY GROVE WALTER
SIMON GROVE PETER WALTER
RICHARD JAMES DAVIS
HALLAM LAND MANAGEMENT LIMITED**

Brief description: **THE LAND AT ALFREY CLOSE, EMSWORTH, SOUTHBOURNE SHOWN
EDGED RED ON THE CHARGE PLAN BEING THE WHOLE OF THE LAND
REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER
TITLE NUMBER WSX296946 AND PART OF THE LAND REGISTERED AT
HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER
WSX239207.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0295

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th April 2017 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2017 .

Given at Companies House, Edinburgh on 12th May 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

28 April

2017

(1) ANTHONY GROVE WALTER, SIMON
GROVE PETER WALTER AND
RICHARD JAMES DAVIS

and

(2) HALLAM LAND MANAGEMENT
LIMITED

and

(3) MILLER HOMES LIMITED

LEGAL CHARGE RELATING TO PROPERTY

at

Alfrey Close, Emsworth, Southbourne

SHOOSMITHS

HQ Building
Old Granada Studios
2 Atherton Street
Manchester
M3 3GS

Ref. DG.M-00607436

THIS LEGAL CHARGE is made on

28 April

2017

BETWEEN:

- (1) ANTHONY GROVE WALTER of [REDACTED] and SIMON GROVE PETER WALTER of [REDACTED] and RICHARD JAMES DAVIS of [REDACTED] ("Owner");
- (2) HALLAM LAND MANAGEMENT LIMITED (company number 02456711) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD ("Hallam"); and
- (3) MILLER HOMES LIMITED (company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("Chargor");

(the Owner and Hallam together the "Chargee")

BACKGROUND

The Chargor has agreed to enter into this deed to secure the payments due to the Chargee from the Chargor pursuant to the Sale Agreement

NOW THIS DEED WITNESSES as follows:

1 DEFINITION

1.1 In this deed:

"Affordable Dwelling Land" means land within the Property upon which any Affordable Dwellings have been or are to be constructed;

"Affordable Dwelling Units" shall have the meaning given to it in the Section 106 Agreement and "Affordable Dwelling Unit" shall mean any one of them;

"Base Rate" means the base lending rate from time to time of HSBC Bank PLC (or if such rate no longer exists from time to time, then such other comparable rate as agreed in writing by the parties, acting reasonably and without delay);

"Business Day" means a day (other than a Saturday or Sunday) on which banks and financial markets are open for business in London;

"Charge" means the legal charge granted by this deed;

"Charge Plan" means the plan attached to this charge;

"Chargor's Solicitors" means Gateley Plc of One Eleven, Edmund Street, Birmingham B3 2HJ (Ref: CLN/CMM/052799.255) or such other conveyancer as the Chargor shall notify to Hallam from time to time;

"Costs" means the properly incurred costs, charges and expenses and liabilities incurred by the Chargee (including without limitation all legal and other professional costs charges and expenses) in and incidental to and in the contemplation of any of the following:

- a) the protection preservation realisation and enforcement of this security other than initial registration of this deed at Companies House and HM Land Registry;
- b) the collection or recovery of any moneys owing to the Chargee under this deed; and
- c) the taking of legal proceedings in respect of any of the above;

"Deferred Payment" has the same meaning as is attributed to that term in the Sale Agreement;

"Deferred Payment Date" has the same meaning as is attributed to that term in the Sale Agreement

"Delegate" means a person appointed by the Chargee under clause 6.2 and includes a sub-delegate appointed thereunder;

"Disposition" or "Disposal" means any disposal of any legal or beneficial interest in the Property including a Conveyance within the meaning of Section 205 of the Law of Property Act 1925 or disposition within Section 27(2) of the Land Registration Act 2002 of the whole or any part of the Property;

"Enforcement Event" means one of the events mentioned in clause 5;

"FDS Reduction" has the same meaning as is attributed to that term in the Sale Agreement;

"Insolvency Act" means the Insolvency Act 1986;

"Permitted Disposal" means any of the following:

- a) the transfer lease or any other Disposal of any part or parts of the Property for the purposes of an electricity substation, pumping station, gas governor station or similar to an appropriate utility supplier and the grant of any appropriate easements (but not the release of such easement land from the charge created by this deed) in respect of the same;
- b) the Disposal of any part or parts of the Property pursuant to an obligation in any Planning Agreement;
- c) the dedication/adoption and/or Disposal of any part or parts of the Property for the purposes of roads, footpaths or cycleways or other highways works, with the intent that they be maintained at the public expense;
- d) the Disposal of any part or parts of the Property which are being transferred for use as common parts, open space amenity land or similar to the local planning authority or to a management company pursuant to an obligation in any Planning Agreement;
- e) the Disposal of up to 38 Affordable Dwelling Units and/or Affordable Dwelling Land for up to 38 Affordable Dwelling Units (including any curtilage together with associated private driveways, garages, outhouses, gardens, access and parking areas);
- f) in addition to the permitted releases referred to in paragraph (e) the Disposal of up to a maximum of 51 of the Private Dwellings to be constructed on the Property;
- g) the grant of any appropriate easement to benefit a Private Dwelling or an Affordable Dwelling Unit

provided that in the case of a Permitted Disposal within any of sub-paragraphs b), d), e) and f) inclusive there shall be included in the relevant transfer, lease or other document effecting the Disposal appropriate and sufficient rights reserved for the benefit of the remainder of the Property to enable its efficient development as a residential estate;

"Planning Agreement" means:

- a) any agreement that is made under one or more of Sections 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas

Act 1980 or the Water Act 1989 or any statutory provision with a similar purpose or any agreement with a local water authority, the Environment Agency, an Internal Drainage Board or other appropriate authority about water supply to and drainage of foul and surface water and effluent from the Property or any other agreement with a competent authority or body relating to other services for the benefit of or access to and from the Property; or

- b) any agreement that is made under Section 106 Town and Country Planning Act 1990 and/or any deed of variation of the Section 106 Agreement provided that it has first been approved by the Chargee (such approval not to be unreasonably withheld or delayed if such agreement or deed of variation does not materially adversely affect the security afforded by the Charge and deemed to be given if no response is received by the Chargor to a request for approval within 20 Business Days);

"Private Dwellings" means individual dwellings (including any curtilage together with associated private driveways, garages, outhouses, gardens, access and parking areas) whether houses, maisonettes, flats or apartments or other buildings constructed as living accommodation which have been constructed or are to be constructed on the Property (and which for the avoidance of doubt excludes Affordable Dwelling Units) and **"Private Dwelling"** shall mean any one of them;

"Property" means the land at Alfrey Close, Emsworth, Southbourne shown edged red on the Charge Plan being the whole of the land registered at HM Land Registry with title absolute under title number WSX296946 and part of the land registered at HM Land Registry with title absolute under title number WSX239207;

"Sale Agreement" means the agreement dated 28 April 2017 between (1) the Owner, (2) Hallam and (3) the Chargor a true copy of which is annexed hereto; Gaskley Plc

"Section 106 Agreement" means the agreement relating to the Property made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 10 June 2016 and made between (1) Chichester District Council (2) Anthony Grove Walter (3) Richard James Davis (4) Simon Grove Peter Walter and (5) Hallam as varied from time to time;

"Secured Liabilities" means the Chargor's obligation to pay (a) the Deferred Payment pursuant to clause 3.4 of the Sale Agreement; and (b) all sums now or at any time hereafter due or owing from the Chargor to the Chargee under this deed

"Security" a fixed mortgage or charge;

"1925 Act" means the Law of Property Act 1925.

1.2 Interpretation

1.2.1 The expressions "Chargor" and "Chargee" include their permitted assignees and/or their respective successors in title to substantially the whole of their undertaking and, in the case of an individual, to his estate and personal representatives.

1.2.2 Unless the context otherwise requires references in this deed to clauses and schedules are to clauses and schedules in this deed and reference to a clause includes a sub-clause.

1.2.3 The headings to clauses and other parts of this deed are for reference only and do not affect its construction.

1.2.4 This deed may only be varied in writing signed by or on behalf of the parties.

1.2.5 An obligation on a party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to allow that act or thing to be done by any person under its control.



miller homes
Miller Homes Ltd.
Southern Region, Spinnaker House, Lime Tree Way,
BASINGSTOKE RG24 8GG
Tel: 0870 336 4200 Fax: 01256 708356
www.millerhomes.co.uk

Scale:	1:1250	Project:	Alfrey Close, Southern Region, West Sussex
Date:	Jan 2017	Drawn:	SR
Dig No:	068-MSR-003	Title:	Contract Plan
Revision:	-		

No.	Description	Date

- 1.2.6 Where the Chargor or the Chargee comprise two or more parties the obligations of each party in relation to the other shall be joint and several.
- 1.2.7 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.
- 1.2.8 Unless otherwise specified a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time.
- 1.2.9 Unless the context otherwise requires:
- a) the singular includes the plural and vice versa; and
 - b) references in the masculine gender include references in the feminine or neuter genders and vice versa.

2 CHARGE

- 2.1 The Chargor with full title guarantee charges the Property together with all fixtures and buildings from time to time thereon to the Chargee by way of first legal mortgage as a continuing security for the discharge and payment of the Secured Liabilities.
- 2.2 The Chargor will apply to the Chief Land Registrar to enter in the proprietorship register of the title to the Property a restriction in the following form:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor of the charge dated 128 April 2017 in favour of Anthony Grove Walter, Simon Grove Peter Walter, Richard James Davis and Hallam Land Management Limited referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 3.2.2 of the said charge have been complied with or do not apply to the disposition"

and the Chargor consents to the Chargee making such an application in the event the Chargor fails to do so.

3 CHARGOR'S COVENANTS

The Chargor hereby covenants with the Chargee as follows:

- 3.1 The Chargor will pay or discharge the Secured Liabilities on the Deferred Payment Date
- 3.2 The Chargor shall not (and shall not agree to) during the continuance of the security created by this Charge, save with the prior consent in writing of the Chargee:
- 3.2.1 create or have outstanding any Security over the Property except the Charge;
 - 3.2.2 Dispose of the whole or any part of the Property except by way of a Permitted Disposal.
- 3.3 The Chargor shall promptly do whatever the Chargee reasonably requires:
- 3.3.1 to perfect or protect the Charge or the priority of the Charge; and
 - 3.3.2 to facilitate the realisation of the Property or the exercise of any rights vested in the Chargee or any Delegate or any receiver appointed by the Chargee at any time after the occurrence of an Enforcement Event, including executing any transfer, charge,

conveyance, assignment or assurance of the Property (whether to the Chargee or their nominees or otherwise), making any registration and giving any notice, order or direction.

- 3.4 The Chargor shall not do, or suffer to be done, anything which could prejudice the Charge.
- 3.5 The Chargor shall notify the Chargee of any of the following events promptly after becoming aware of such event:
 - 3.5.1 the occurrence of any Enforcement Event;
 - 3.5.2 any event or circumstance which with the giving of any notice, the expiry of any grace period, and/or (as the case may be) the making of any determination would become an Enforcement Event; and
 - 3.5.3 any action taken or proposed to be taken to remedy an Enforcement Event.
- 3.6 The Chargor shall comply with any covenants, stipulations, conditions, licenses, consents and other statutory, regulatory or contractual obligations relating to the Property or its use, including those requiring payment of sums in respect of the Property.
- 3.7 The Chargor shall pay to the Chargee on demand the amount of all Costs.
- 3.8 The Chargor shall pay to the Chargee interest on all sums owing to the Chargee pursuant to clause 3.7 from the date 10 Business Days after a written demand at the rate of 4% per annum above the Base Rate from time to time until full payment is made.
- 3.9 In the event the Enforcement Event described in clause 5.1 below shall occur the Chargor shall pay to the Chargee interest on the Deferred Payment (or that part of it then remaining owing and due) at the rate of 4% per annum above the Base Rate from time to time from the Deferred Payment Date until full payment of the Deferred Payment is made

4 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee as follows:

- 4.1 except for the Charge no Security exists on or over the Property or any part thereof as at the date hereof;
- 4.2 no Enforcement Event has occurred or will occur as a result of the entry into this deed and/or the creation of the Charge; and
- 4.3 the Chargor has the power to grant security and to enter into and perform and comply with all its obligations under this deed.

5 ENFORCEMENT EVENTS

The occurrence at any time and for any reason of any of the following events shall constitute an Enforcement Event:

- 5.1 the failure by the Chargor to pay on the due date for payment the Deferred Payment due to the Chargee;
- 5.2 the Chargor is or becomes the subject of a bankruptcy order;
- 5.3 the Chargor makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act (other than for the purposes of amalgamation or reconstruction);

- 5.4 any representation, warranty or statement by the Chargor in this deed is not complied with or is or proves to have been incorrect in any material respect and which (in each case) materially adversely affects or is likely to affect the security afforded by the Charge;
- 5.5 the Chargor being a company (other than for the purposes of amalgamation or reconstruction);
- 5.5.1 has a receiver manager or administrative receiver or provisional liquidator or administrator appointed;
- 5.5.2 makes or suffers to be made a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
- 5.5.3 presents or suffers to be presented an application for an administration order in relation to it; or
- 5.5.4 is removed from the Registrar of Companies.
- 5.6 any security on or over the assets of the Chargor or the Property becomes enforceable and any step (including the taking of possession or the appointment of a receiver manager or similar person) is taken to enforce that security which involves taking possession of the Property
- 5.7 the Chargor is in material breach of any one or more of its obligations under this deed and such breach materially adversely affects or is likely to materially adversely affect the security afforded by the Charge

6 ENFORCEMENT

6.1 Power of Sale

Save as mentioned in clause 5 above the Charge shall on the happening of an Enforcement Event become immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the 1925 Act as to the giving of notice or otherwise.

6.2 Extension of Statutory Powers

At any time after the Charge has become enforceable and notwithstanding the appointment of any receiver the Chargee may in their absolute discretion exercise any power which a receiver appointed by them could exercise and may delegate any such rights and powers to any person on such terms and conditions (including the power to sub-delegate) as the Chargee thinks fit.

6.3 Power to appoint a receiver

- 6.3.1 At any time after the Charge becomes enforceable the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.
- 6.3.2 The Chargee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.
- 6.3.3 The Chargee may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed.
- 6.3.4 Where more than one receiver is appointed they shall have the power to act severally.
- 6.3.5 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the 1925 Act except to the extent to which those powers are expressly or

impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

6.3.6 In addition any receiver so appointed shall have power at his discretion and to such extent and upon such terms as he may in his absolute discretion think fit to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any receiver so appointed shall have the powers set out in the Schedule hereto.

6.3.7 All money received by any receiver shall be applied by him:

- a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- b) in payment to the receiver of such remuneration as may be agreed between him and the Chargee at or at any time and from time to time after his appointment; and
- c) in or towards satisfaction of the amount owing and secured by the Charge and the surplus (if any) shall be paid to the Chargor.

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

7 PROTECTION OF THIRD PARTIES

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

- 7.1.1 whether the Charge has become enforceable;
- 7.1.2 whether any power exercised or purported to be exercised under this deed has arisen or become exercisable;
- 7.1.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.1.4 whether any money remains due under the Charge; or
- 7.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made,

and the Chargee the Delegate and the receiver so appointed (as the case may be) shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

7.2 All the protection to purchasers contained in sections 104 and 107 of the 1925 Act shall apply to any person purchasing from or dealing with the Chargee or any Delegate or any receiver appointed by the Chargee.

8 SAVING PROVISIONS

Subject to clause 9 the Charge shall:

- 8.1 remain in full force and effect by way of continuing security;
- 8.2 not be affected in any way by a partial settlement of any Secured Liabilities; and

- 8.3 be in addition to any other Security, guarantee or indemnity now or in the future held by the Chargee or any other person in respect of the Secured Liabilities.

9 DISCHARGE OF SECURITY

- 9.1 Upon payment of the whole of the Deferred Payment and all other sums secured by this deed the Chargee shall immediately and duly discharge the whole of the Property then remaining subject to this Charge from this Charge, including giving to the Chargor signed and dated Land Registry forms DS1 and RX4 (or such replacements thereof) to release the Property remaining subject to this Charge from the security constituted by this Charge and remove the restriction created pursuant to clause 2.2.
- 9.2 Without prejudice to the generality of clause 9.1 the Chargee agrees, following a written request from the Chargor and provided that an Enforcement Event has not occurred at the date of such request, to provide to the Chargor within 10 Business Days of a request from the Chargor executed forms of discharge in respect of both this Charge and the restriction referred to in clause 2.2 (which shall in each case be compliant with the Land Registry's requirements from time to time) for Permitted Disposals.
- 9.3 The Chargee will if so requested by and at the reasonable cost of the Chargor in order to facilitate the development of the Property enter into (as the mortgagee only and subject to a full indemnity from the Chargor in respect of all liabilities in the relevant Planning Agreement) and return to the Chargor and/or consent to the entering into by the Chargor of any relevant Planning Agreement with 15 Business Days of service of such Planning Agreement upon the Chargee.
- 9.4 If the Chargee fails to comply with its obligations in clause 9.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Planning Agreement.
- 9.5 On the date of this deed Hallam shall procure that an undertaking in the form of the Solicitor's Undertaking (as defined in the Sale Agreement) is given to the Chargor's Solicitors pursuant to clause 3.2.4 of the Sale Agreement.

10 ASSIGNMENT

The Chargor and the Chargee (save in the case of the Owner upon the appointment of a new trustee to act in addition to or in place of any person currently comprising the Owner) may not assign make the subject of a trust or deal in any other manner with the Charge or any of their respective rights under this deed or purport to do any of the same without the prior written consent of the other parties.

11 MISCELLANEOUS

- 11.1 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 11.2 This deed and the Charge shall be governed by and construed in accordance with English law.

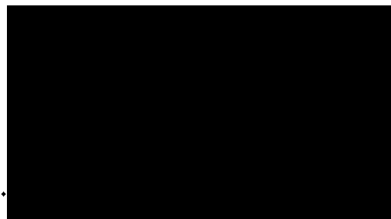
IN WITNESS of which this deed has been duly executed and unconditionally delivered on the date first above written.

SCHEDULE

Powers exercisable by Receiver

1. To take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise.
2. To borrow or raise money either unsecured or on the security of the Property (either in priority to the Charge or otherwise) and on such terms and conditions and for such purposes as it may think fit.
3. To sell, transfer, assign, exchange, lease, rent or otherwise dispose of or realise the Property or parts of the Property to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred).
4. To settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to the Property.
5. To bring, prosecute, enforce, defend and discontinue actions, suits and proceedings in relation to the Property.
6. To redeem any Security (whether or not having priority to the Charge) over the Property and to settle the accounts of any person with an interest in the Property.
7. To exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as it would be capable of exercising or doing if it were the absolute beneficial owner of the Property.
8. To do (whether in the name of the Chargor or otherwise) all such acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

EXECUTED as a DEED by)
ANTHONY GROVE WALTER)
in the presence of:)



Witness Signature.....



Witness Name..... *R. M. Charter*.....

Witness Address..... Thrings LLP Solicitors
International House
George Curl Way
Southampton
SO18 2RZ

Witness Occupation..... *Solicitor*.....

EXECUTED as a DEED by)
SIMON GROVE PETER WALTER)
in the presence of:)



Witness Signature.....



Witness Name..... *R. M. Charter*.....

Witness Address..... Thrings LLP Solicitors
International House
George Curl Way
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Witness Occupation..... *Solicitor*.....

EXECUTED as a DEED by)
RICHARD JAMES DAVIS)
in the presence of:)



Witness Signature.



Witness Name *R.M. Charter*

Witness Address Thrings LLP Solicitors
International House
George Curl Way
Southampton
SO18 2RZ

Witness Occupation *Solicitor*

EXECUTED as a DEED by affixing)
the Common Seal of)
HALLAM LAND MANAGEMENT LIMITED)
in the presence of:)

.....
Director

.....
Director/Secretary

EXECUTED as a DEED by)
MILLER HOMES LIMITED)
acting by two directors or a director)
and the company secretary:)

.....
Director

.....
Director/Secretary

EXECUTED as a DEED by)
RICHARD JAMES DAVIS.....)
in the presence of:.....)

Witness Signature.....

Witness Name.....

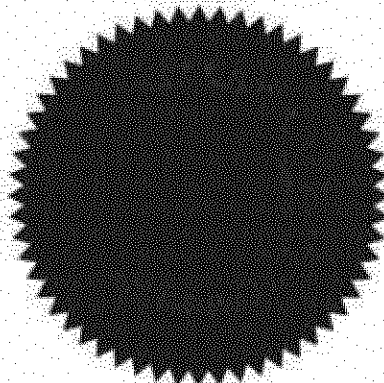
Witness Address.....

Witness Occupation.....

EXECUTED as a DEED by affixing)
the Common Seal of)
HALLAM LAND MANAGEMENT LIMITED)
in the presence of:.....)

Director

Director/Secretary—



EXECUTED as a DEED by)
MILLER HOMES LIMITED.....)
acting by two directors or a director)
and the company secretary:)

Director

Director/Secretary

EXECUTED as a DEED by)
RICHARD JAMES DAVIS.....)
in the presence of:.....)

.....
Witness Signature.....

Witness Name.....

Witness Address.....
.....
.....

Witness Occupation.....

EXECUTED as a DEED by affixing)
the Common Seal of)
HALLAM LAND MANAGEMENT LIMITED)
in the presence of:)

.....
Director

.....
Director/Secretary

EXECUTED as a DEED by)
MILLER HOMES LIMITED.....)
acting by two directors or a director)
and the company secretary:.....)

K/100
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Director

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Director/Secretary