



**Registration of a Charge**

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X6EIJQLK

Received for Electronic Filing: **08/09/2017**

---

**Details of Charge**

Date of creation: **31/08/2017**

Charge code: **SC25 5429 0307**

Persons entitled: **GRAINGER (HADSTON) LIMITED (COMPANY NUMBER 04068791)**

Brief description: **THE PROPERTY KNOWN AS LAND AT HADSTON FARM, HADSTON, NORTHUMBERLAND FORMING PART OF THE PROPERTY REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER ND120095 (AS MORE PARTICULARLY DESCRIBED IN THE LEGAL CHARGE).**

---

**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: **GOWLING WLG (UK) LLP**



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

Company number: 255429

Charge code: SC25 5429 0307

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st August 2017 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2017 .

Given at Companies House, Edinburgh on 11th September 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**

### Legal Charge

THIS LEGAL CHARGE made the 31<sup>st</sup> day of August 2017

#### BETWEEN:

**GRAINGER (HADSTON) LIMITED** (company registration number 04068791) whose registered office is at Citygate, St James Boulevard, Newcastle Upon Tyne NE1 4JE (the **Mortgagee**); and

**MILLER HOMES LIMITED** (company registration number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the **Mortgagor**).

Miller Homes Limited No. SC255429 whose registered

**WITNESSES** and it is agreed and declared as follows:

In this Deed the following words and expressions shall have the following meanings:

<b>Development</b>	has the meaning given to it in the Sale Agreement;
<b>Disposal</b>	a disposition within the meaning of section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Property;
<b>Infrastructure Agreement</b>	any agreement and/or deed or other instrument which is required for the Development and/or as a condition of the grant of the Satisfactory Planning Permission and/or to comply with a planning agreement and (a) expressed to be made pursuant to any of Section 87 of the New Roads and Street Works Act 1991, Sections 24,25, 38, 184 and/or 278 of the Highways Act 1980 and Sections 98,102 and/or 104 of the Water Industry Act 1991 and any provision to similar intent and/or (b) made with the local water authority or other appropriate authority or service supplier or other person in respect of infrastructure works or the water supply to or drainage or discharge of surface water and/or foul water from the Property (with or without other land);
<b>Letter of Consent</b>	written consent to any Disposal by the Mortgagor of part or parts of the development site nearby or adjoining the Property which is not subject to this Legal Charge but in respect of which the disponent may be granted rights over the Property subject to his Legal Charge and therefore reasonably request written consent by the holder of this Legal Charge;
<b>Mortgaged Property</b>	shall have the meaning given to it in the Schedule but subject to clause 15;

**Permitted Disposal**

any of the following disposals:

- (a) any lease or transfer or deed of easement or similar to a utility company or other person(s) for the purposes of providing services for the benefit;
- (b) any occupational licence in relation to the whole or any part of the Property which does not create a relationship of landlord and tenant between the licensor and licensee;
- (c) the grant of security;
- (d) a disposal of part of the Property for highway purposes;
- (e) a disposal of part of the Property to a local authority or other body pursuant to a planning obligation within a planning agreement or a condition of a planning agreement;
- (f) a disposal of part of the Property to a management company of amenity or shared areas for the maintenance of such areas in the interests of good estate management;
- (g) the grant of a lease over the whole or any part of the Property at an open market rent without taking a premium for a term of 10 years or less;

**Plan**

the plan attached to this Deed;

**Plot**

an individual residential dwelling constructed on the Property (and/or other land) pursuant to the Satisfactory Planning Permission;

**Principal Sum**

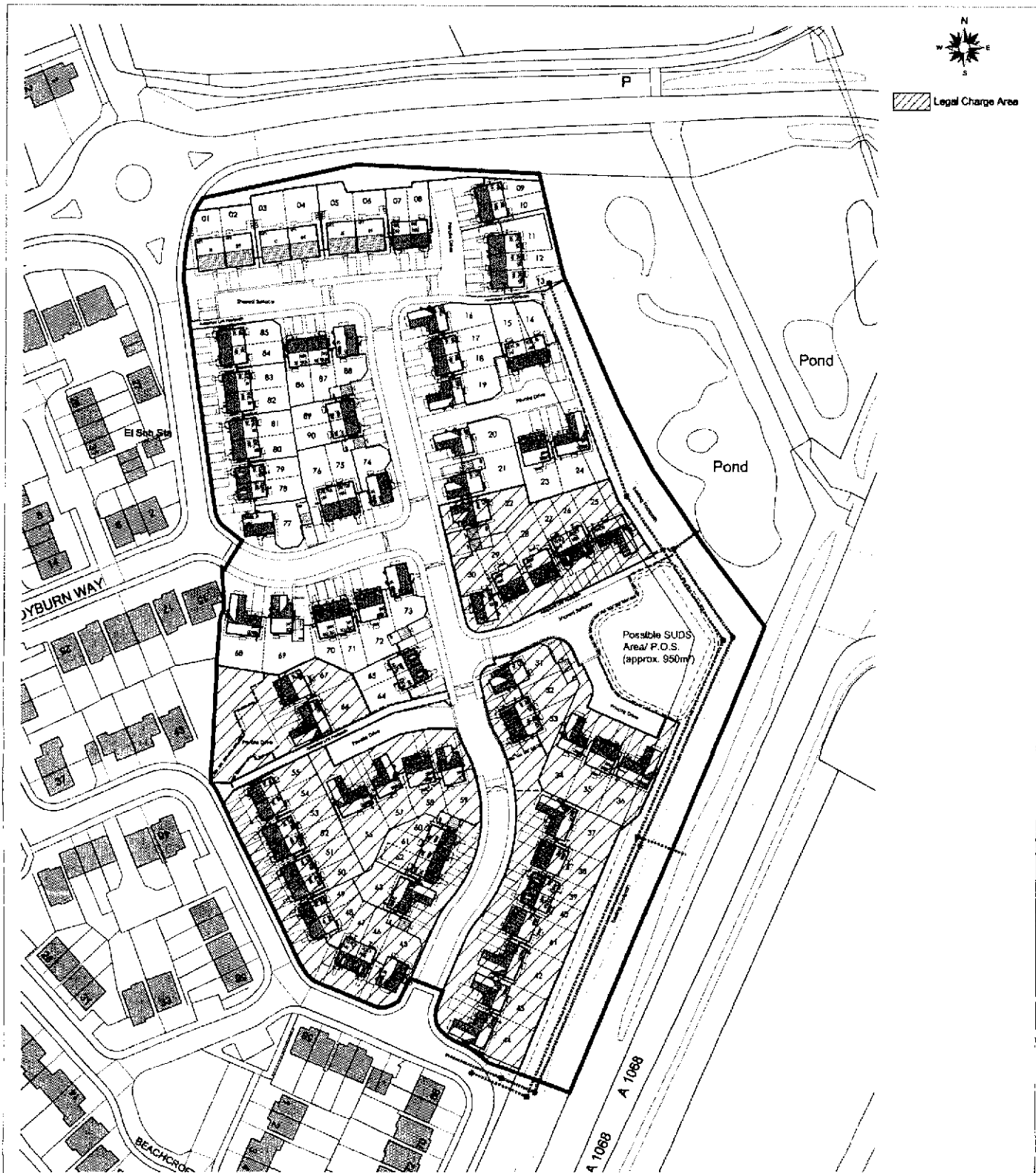
the deferred payment referred to in clause 3.4.2 of the Sale Agreement;

**Sale Agreement**

an agreement for sale and purchase of the Property dated 10 April 2017 and made between (1) the Mortgagee and (2) the Mortgagor and the subsequent variation to the agreement dated 31 August 2017 made between (1) the Mortgagee and (2) the Mortgagor;

**Satisfactory  
Permission**

**Planning** shall have the meaning given to "Satisfactory Planning Permission" in the Sale Agreement;



3

<b>miller homes</b> Miller Homes Limited - North East Region Radburn House Radburn Court, East Droy Way Royal County North Shields, NE28 8AR Telephone: 0870 338 4100 Fax: 0161 253 6343 www.millerhomes.co.uk			
Project No: Radburn Road, Hadston, Northumberland.			
Drawing No: Charge Plan			
Date: 15/05/2011	Drawn By: J. C.	Checked By: J. C.	Submitted By: J. C.
Job No: 807	Drawing No: HAD/LCP/001	Revision: B	Date: 17/05/2011

1. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Mortgagee all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing by the Mortgagor pursuant to clause 3.4.2 of the Sale Agreement.
2. The Mortgagor with full title guarantee hereby charges by way of legal mortgage (the Mortgaged Property) with the payment or discharge of all monies and liabilities hereby covenanted to be paid or discharged by the Mortgagor.
3. A demand for payment for any other demand or notice under this security may be made or given by the Mortgagee by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Mortgagee if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Mortgagee nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.  
  
PROVIDED THAT this clause 4 shall not apply to (a) the granting of or an agreement to grant leases or tenancies of or freehold transfer(s) of or relating to any Plot or Plots constructed or to be constructed on the Mortgaged Property as part of a development of the Mortgaged Property by the Mortgagor or (b) the granting of or an agreement to grant leases or tenancies or freehold transfer(s) to a statutory undertaker relating to the provision of services at or to the Mortgaged Property in order to service any development constructed or to be constructed on the Mortgaged Property by the Mortgagor.
5. Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee arise on and be exercisable at any time after the execution of this security provided that the Mortgagee shall not exercise the said power of sale until payment of the monies hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon enquiry whether such demand has been made.
6. The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment or application of any purchase price and otherwise as the Mortgagee may think fit.
7. The powers granted or extended by this deed shall be exercisable free from any liability on the part of the Mortgagee or the person exercising them to the Mortgagor or any other interested person whether in negligence or otherwise.
8. At any time after default by the Mortgagor of its obligations under clause 3.4.2 of the Sale Agreement and the Mortgagee having demanded payment of any monies hereby secured or if requested by the Mortgagor the Mortgagee may appoint by writing any person or persons to be receiver and manager or receivers and managers (hereinafter called the Receiver which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

9. Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge (including the power of attorney contained hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Mortgagee shall in such appointment specify to the contrary.
10. The Mortgagee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
11. The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without thereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Mortgagee's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:
  - 11.1 to take possession or collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
  - 11.2 to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
  - 11.3 to raise money from the Mortgagee or others on the security of the Mortgaged Property or otherwise;
  - 11.4 to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
  - 11.5 if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Mortgagee on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Mortgagee in such form as it may require;
  - 11.6 to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
  - 11.7 to make any arrangements or comprise which the Mortgagee or he shall think fit;
  - 11.8 to make and effect all repairs improvements and insurances;
  - 11.9 to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

- 11.10 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED nevertheless that the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Mortgagee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

12. The statutory powers of sale leasing and accepting surrenders exercisable by the Mortgagee hereunder are hereby extended so as to authorise the Mortgagee whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Mortgagee in its absolute discretion shall think fit.
13. In no circumstances shall the Mortgagee be liable to account to the Mortgageor as a mortgagee in possession or otherwise for any monies not actually received by the Mortgagee.
14. The Mortgagor hereby irrevocably appoints the Mortgagee and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.
15. All powers of the Receiver hereunder may be exercised by the Mortgagee whether as attorney of the Mortgagor or otherwise.
16. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor during the continuance of this security will keep (or procure that they are kept) all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Mortgagee may from time to time reasonably require to the full replacement value thereof with an insurance office or underwriters approved by the Mortgagee in writing from time to time (such approval not to be unreasonably withheld or delayed) and if so required by the Mortgagee in the joint names of the Mortgagor and the Mortgagee and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Mortgagee the policies of such insurance and the receipts for such payments and will keep (or procure they are kept) all buildings now or for the time being subject to this security in good repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property and at any time after payment of the monies hereby secured has been demanded or if in default shall be made by the Mortgagor in performing any of the above obligations the Mortgagee may as the case may be insure and keep insured the said buildings in any sum which the Mortgagee may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) and all monies expended by the Mortgagee under this provision shall be deemed to be properly paid by the Mortgagee.



17. All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 9 hereof or independently of or otherwise than in pursuance of such obligation) shall be applied in making good the loss or damage in respect of which the monies are received.
18. All reasonable and proper costs charges and expenses incurred hereunder by the Mortgagee and all other monies paid by the Mortgagee or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all monies expended by the Mortgagee under clause 9 hereof and all costs of the Mortgagee or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured or arising out of or in connection with the acts authorised by clause 8 hereof (and so that any taxation of the Mortgagee's costs charges and expenses shall be on a full indemnity basis) shall be recoverable from the Mortgagor as a debt and shall bear interest accordingly and shall be charged to any and every other remedy lien or security which the Mortgagee may have or but for the said charge would have for the monies hereby secured or any part thereof.
19. This security shall be a continuing security to the Mortgagee notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or any other documents which may have been made with the Mortgagee prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Mortgagee may now or at any time hereafter hold in respect of the monies hereby secured or any of them or any part thereof respectively.
20. At any time after payment of the monies hereby secured has been validly demanded and any part thereof remains unpaid the Mortgagee may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Mortgagee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Mortgagee.
21. If any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by any incumbrance having priority over this security against the Mortgaged Property, the Mortgagee or any receiver appointed by it may redeem that prior incumbrance or procure the transfer of it to himself and may settle and pass accounts of any incumbrancer entitled to such prior security.
22. The Mortgagee shall at the reasonable and proper cost of the Mortgagor and within a reasonable period of written request by the Mortgagor:
  - 22.1 execute, deliver and unequivocally release to the Mortgagee any Letter of Consent in such form as the Mortgagee reasonably requires;
  - 22.2 execute, enter into, deliver and unequivocally release to the Mortgagee any agreement and/or deed or other instrument reasonably required to give effect to the Permitted Disposal;
  - 22.3 execute, enter into, deliver and unequivocally release as to the Borrower any Infrastructure Agreement.

23. Following receipt of the final part of Principal Sum the Mortgagee at the cost of the Mortgagor and within 10 working days of written request by the Mortgagor discharge this security and duly execute and deliver such land registry forms (currently DS1 and RX4) to give effect to the same and to remove this Legal Charge and any restriction on title from the charges register to the Property provided that in the event of default the Mortgagor shall have power of attorney (by way of security) to execute such forms on behalf of the Mortgagee to give effect to such discharge and removal.
24. Any party hereto which is a company certifies that his charge does not contravene any of the provisions of its Memorandum and Articles of Association.
25. In these presents where the context so admits the expression the Mortgagor shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression the Mortgagee shall include persons deriving title under the Mortgagee and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
26. The power of sale conferred upon the mortgagees by the Law of Property Act 1925 and the powers granted to the Mortgagee under this deed may be exercised either by the Mortgagees together or by any of the Mortgagees separately.

In witness whereof the Mortgagor and the Mortgagee have executed these presents as a deed the day and year first above written

**SCHEDULE**

**MORTGAGED PROPERTY**

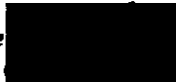
The freehold property at Hadston, Northumberland forming part of the Property registered at HM Land Registry under title number ND120095 and shown edged and hatched red on the Plan

**EXECUTED** as a deed by  
**GRAINGER (HADSTON) LIMITED**  
acting by one director  
in the presence of

Signature



*Witness signature*



*Name*



*Address*



*Occupation*



**EXECUTED** as a deed by  
**MILLER HOMES LIMITED**  
acting by two authorised signatories

Authorised Signatory

Authorised Signatory

**EXECUTED** as a deed by  
**GRAINGER (HADSTON) LIMITED**  
acting by one director  
in the presence of

Signature

*Witness signature*

*Name*

*Address*

*Occupation*

**EXECUTED** as a deed by  
**MILLER HOMES LIMITED**  
acting by two authorised signatories

Authorised Signatory

Authorised Signatory