

MR01

Particulars of a charge



Companies House

336366 / 23



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A fee is be payable with
Please see 'How to pay' c

☒ **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**
You may not use this form to
register a charge where the
instrument. Use form MR01

SATURDAY



A08 *A6XKCDEO* 13/01/2018 #421
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 SC255429

Company name in full HALTON MILLER HOMES LIMITED

For official use
316

→ **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 08 01 2018

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 HALTON BOROUGH COUNCIL

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

4

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.

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.

Brief description

ALL THAT FREEHOLD LAND SHOWN CROSS-HATCHED GREEN AND CROSS-HATCHED BLUE ON THE PLAN ANNEXED TO THE CHARGE FORMING PART OF THE PROPERTY REGISTERED AT LAND REGISTRY UNDER TITLE NO: CH648267

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 ^①

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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

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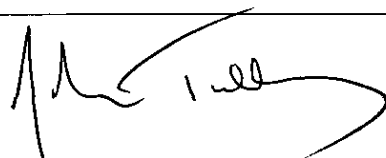
Signature

Please sign the form here.

Signature

Signature

X



X

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	JENWIFER COLEY
Company name	HALTON BOROUGH
	COUNCIL
Address	MUNICIPAL BUILDING
	KINGSWAY
Post town	WIDNES
County/Region	CHESTER
Postcode	WA8 7QF
Country	ENGLAND
DX	
Telephone	0151 511 6617

**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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0316

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th January 2018 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2018.

Given at Companies House, Edinburgh on 18th January 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL AS SEEN BY ME, JENNIFER
COOLEY, HALTON BOROUGH COUNCIL,
CONVEYANCER
J Cooley 10/01/2018

Dated 8 JANUARY 2017

MILLER HOMES LIMITED (1)

AND

HALTON BOROUGH COUNCIL (2)

Legal Charge

relating to land at Peel House Lane, Widnes



THIS LEGAL CHARGE dated

8TH JANUARY

2018

BETWEEN:

- (1) **MILLER HOMES LIMITED** (Company No. SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the "Chargor"); and
- (2) **HALTON BOROUGH COUNCIL** of Municipal Building, Kingsway, Widnes, Cheshire WA8 7QF (the "Chargee").

WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the agreement, unless otherwise defined in this Deed, have the same meaning in this Deed and unless the context otherwise requires:

Adjoining Property means any property in which the Chargor has an interest adjacent to or in the vicinity of the land edged red shown on the plan annexed forming part of the property registered at the Land Registry with Title Number CH648267 including the Property specified in Schedule 1;

Affordable Housing	means a dwelling or land on which dwellings are to be constructed which (in either case) is subject to restriction in respect of occupiers or tenure or carrying any subsidy for land or building cost or a dwelling(s) required to be transferred to or managed by a local authority or registered social landlord or a dwelling intended to be affordable by persons on low incomes (such as low cost ownership council and housing association accommodation and shared ownership and social and affordable rented housing and intermediate housing) whether the requirement for the same is imposed by or agreed with the local planning authority in connection with a planning permission or any Planning Agreement including land disposed of for a consideration which assumes that only such dwellings may be built on the relevant land;
Agreement	means the agreement for sale of the land at Peelhouse Lane which includes the Property and registered at the Land Registry under Title Number CH648267 dated 2 February 2016 between (1) the Chargee and (2) the Chargor;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Default Rate	means the rate 4% above the base rate of Lloyds Bank plc;
Disposal	means the completion of the transfer of the freehold or the grant of a lease for a term exceeding 21 years of the relevant land and "Dispose" and "Disposed of" shall be construed accordingly;
Environment	means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Events of Default	means the events or circumstances described in 3 and "Event of Default" shall be construed accordingly;

Expert	means a Fellow of the Royal Institution of Chartered Surveyors appointed by the Parties or, in the absence of agreement, appointed on the application of either party by the President of the Royal Institute of Chartered Surveyors;
Insurance Policies	means all present and future contracts or policies of insurance effected by the Chargor or to which the Chargor is entitled in respect of the Property or otherwise in accordance with this Deed and "Insurance Policy" shall be construed accordingly;
LPA 1925	means the Law of Property Act 1925;

IN WITNESS
WHEREOF

Permitted Disposal

means

- (i) the Disposal dedication or adoption of any part of 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 sewers, services or other infrastructure; and/or
- (ii) the Disposal of any part of the Property to a provider of Affordable Housing; and/or
- (iii) the grant of any rights over any part of the Property to or in favour of any plot purchaser; and/or
- (iv) 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 area 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
- (v) the Disposal or grant of a lease of any parts of the Property which is required to comply with the requirements of a section 106 agreement; and/or
- (vi) the Disposal of any parts of the Property as open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure;

Planning Agreement	any agreement or undertaking required in connection with the grant of planning permission in respect of the Property or the construction or adoption of any highway sewers or other service systems pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 the Highways Act 1980 the Water Industry Act 1991 or any similar legislation;
Property	means the property (whether registered or unregistered) specified in Schedule 1;
Receiver	means any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed in respect of the Chargor or over all or any of the Secured Assets;
Released Property	means any part of the Property that has been properly and effectively released from the Security created by this Deed;
Secured Assets	all the assets, property, rights and undertaking for the time being subject to any Security created by this Deed or any part of them and "Secured Asset" shall be construed accordingly;
Secured Obligations	means the payment obligations of the Chargor pursuant to clause 7.3 of the Agreement;
Security	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security, standard security, or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
Security Period	means the period starting on the date of this Deed and ending on the date on which the Chargee is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding;

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

VAT means value added tax.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) references to clauses, paragraphs and schedules are to be construed as references to the clauses and paragraphs of, and schedules to, this Deed and references to this Deed include its schedules;
- (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Chargee;
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;
- (f) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- (g) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived.

1.3 Successors and assigns

The expressions "Chargee", and "Chargor" include, where the context admits, their respective successors and, in the case of the Chargee, its permitted transferees and assignees, whether immediate or derivative.

1.4 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

2 COVENANT TO PAY

The Chargor hereby covenants to discharge the Secured Obligations when the same become due for discharge pursuant to the Agreement.

3 GRANT OF SECURITY

The Chargor as a continuing security for the discharge of the Secured Obligations hereby charges to the Chargee by way of first legal mortgage the Property.

4 NATURE OF SECURITY

4.1 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this Deed

4.2 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

5 PERFECTION OF SECURITY

5.1 Registration at Land Registry

The Chargor hereby applies to the Chief Land Registrar for the registration of the following restriction against the registered title specified in Schedule 1 and forming the Property:

"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 certificate signed by the proprietor for the time being of the charge dated [being the date of this deed] between Miller Homes Limited (1) Halton Borough Council (2) referred to in the charges register or by a conveyancer that the disposition is a "Permitted Disposal" pursuant to the provisions of that legal charge "

5.2 Further assurance

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for protecting the Security intended to be created by this Deed.

6 UNDERTAKINGS

6.1 Undertakings

The Chargor hereby undertakes with the Chargee that for the duration of the Security Period the Chargor will comply with the undertakings set out in Schedule 2.

7 EFFECT OF EVENT OF DEFAULT

On the occurrence of an Event of Default the Security constituted by this Deed shall be immediately enforceable and the Chargee may in its absolute discretion enforce all or any part of that Security at the times, in the manner and on the terms that it thinks fit following the occurrence of an Event of Default.

8 POWERS OF THE CHARGE

8.1 Powers on enforcement

At any time on or after an Event of Default, or if requested by the Chargor, the Chargee may without further notice exercise all the powers conferred upon mortgagees by the LPA 1925 (including, without limitation, the power of sale and other powers conferred by Section 101 LPA 1925) as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference and in both cases:

- (a) without the restrictions contained in section 103 LPA 1925; and
- (b) whether or not a Receiver shall have been appointed.

8.2 Statutory power of leasing

The Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 LPA 1925.

9 APPOINTMENT OF RECEIVER

9.1 Appointment

At any time after the Security constituted by this Deed has become enforceable, or at the request of the Chargor, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Secured Assets.

9.2 Remuneration

The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) LPA 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm

9.3 Multiple Receivers

Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment.

9.4 Removal and replacement

The Chargee may remove any Receiver so appointed and appoint another in his place.

9.5 Receiver is agent of the Chargor

Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

9.6 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10 POWERS OF RECEIVER

10.1 Statutory powers

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the LPA 1925, without the restrictions contained in section 103 of that Act)

10.2 Additional powers

Any Receiver shall have power on behalf and at the expense of the Chargor (notwithstanding the liquidation of the Chargor) to do or omit to do anything which the absolute beneficial owner could do or omit to do in relation to the Secured Assets or any part thereof. In particular, the Receiver will have the additional powers set out in this Clause 10.

10.3 Take possession

A Receiver may take possession of, collect and get in all or any of the Secured Assets.

10.4 Manage Property

A Receiver may:

- (a) manage, develop, alter, improve or reconstruct the Property or concur in so doing;
- (b) buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
- (c) acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property.

10.5 Dispose of assets

A Receiver may, without the restrictions imposed by section 103 LPA 1925 or the need to observe any of the provisions of sections 99 and 100 of that Act:

- (a) grant (or concur in granting) options and licences or any other interest or right over;
- (b) sell, assign or lease (or concur in selling, assigning or leasing);
- (c) promote (or concur in promoting) a company to purchase,

all or any of the Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit.

10.6 Repair and maintain assets

A Receiver may make and effect such repairs, renewals and improvements to the Secured Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances.

10.7 Exercise statutory leasehold powers

A Receiver may without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property (including the Landlord and Tenant Act 1954, Landlord and Tenant Act 1987, Housing Act 1985, Housing Act 1988, Housing Act 1996, the Rent Act 1977 and the Agricultural Holdings Act 1986) but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised.

10.8 Execute documents

A Receiver may sign any document, execute any deed and do all such other acts and things relating to the Property as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes aforesaid.

10.9 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 15.3, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Deed.

10.10 Insolvency Act powers

A Receiver may do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Chargor.

11 APPLICATION OF PROCEEDS

11.1 Application of proceeds

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time conclusively determine, except that the Chargee may credit the same to a suspense account for so long and in such

manner as the Chargee may from time to time determine and the Receiver may retain the same for such period as he and the Chargee consider expedient.

11.2 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

12 RELEASE

- 12.1 The release of the Security constituted by this Deed shall be governed by clause 7 of the Agreement.
- 12.2 In the anticipation of the completion of any Permitted Disposal the Chargee shall on 10 Working Days' written notice from the Chargor (such notice to include all necessary application forms properly and duly prepared by the Chargor) sign such documents and duly prepared Land Registry form(s) in respect of the relevant Permitted Disposal to release of the relevant part(s) of the Property from the charge created by this deed as are reasonably required by the Chargor and promptly supply the same to the Chargor or the Chargor's solicitor.
- 12.3 The Chargee will within 10 Working Days of a written request to do so as mortgagee only and provided such documents do not impose any obligation on them as mortgagee consent to and join in any agreement or deed required by any authority and/or service supply company to secure the provision of and adoption of all conduits services and roads to be constructed on the Property and/or any Planning Agreement.
- 12.4 Pursuant to section 4 of the Powers of Attorney Act 1971 the Chargee hereby irrevocably appoints the Chargor and any person nominated in writing by the Chargor jointly and severally as attorney of the Chargee and in its name and on behalf of the Chargee and as the act and deed of the Chargee to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be properly required for any of the purposes set out in the above provisions of clause 12 and the Chargee agrees to ratify and confirm the proper actions of the Chargor by virtue of this power of attorney PROVIDED THAT this clause shall only apply if the Chargee has failed to comply and discharge its obligations within 10 Working Days following receipt of a written request to do so.

13 EASEMENTS

The Chargor and the Chargee shall procure that in the event of any disposal of the Property or any part thereof (other than the grant of a charge or legal mortgage) all appropriate, reasonable and necessary rights for the proper use and enjoyment of the Released Property and the Adjoining Property are granted or excepted and reserved (as the case may be) over the Property for the benefit of the Released Property and the Adjoining Property.

14 ASSIGNMENT AND TRANSFER

Neither party may assign any of its rights, or transfer any of its rights or obligations, under this Deed.

15 INDEMNITY, COSTS AND EXPENSES

15.1 Enforcement costs

The Chargor hereby undertakes with the Chargee to pay on demand all proper and reasonable costs, charges and expenses properly incurred by the Chargee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the Security created by or pursuant to this Deed or any of the Secured Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (compounded monthly, both before and after judgment).

15.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

15.3 Indemnity from Secured Assets and Chargor

The Chargee and any Receiver shall be entitled to be indemnified out of the Secured Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, deceit or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise of the powers contained in this Deed; or
- (b) taking, holding, protecting, perfecting or enforcing (or attempting to do so) the Security constituted by this Deed; or

and the Chargor shall also indemnify the Chargee and any Receiver against any such matters.

16 MISCELLANEOUS

16.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

16.2 Waivers and consents to be in writing

- (a) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise or a delay in exercising any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Chargee shall be effective unless it is in writing.

16.3 Successors and assigns

Any appointment or removal of a Receiver under Clause 9 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Chargee.

16.4 Provisions severable

Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

16.5 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Chargee may have executed it under hand only.

16.6 Third-party rights

- (a) Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

16.7 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

17 GOVERNING LAW AND JURISDICTION

17.1 Governing law

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

17.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of it.

SCHEDULE 1

The Property

Handwritten signature
All that freehold land shown ~~cross-hatched green and~~ cross-hatched blue on the plan annexed forming part of the property registered at the Land Registry with Title Number CH648267. .

SCHEDULE 2

General Undertakings

1 Negative pledge and disposal restrictions

Save for any Permitted Disposal, the Chargor shall not at any time, except with the prior consent of the Chargee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Assets other than any Security created by this Deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

2 Preservation of Secured Assets

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Chargee or materially diminish the value of any of the Secured Assets or the effectiveness of the Security created by this Deed but for the avoidance of doubt any Permitted Disposal or development of the Property by the Chargor shall not be a breach of this undertaking.

3 Compliance with covenants

The Chargor shall observe and perform all covenants affecting the Property whether imposed by statute, law or regulation, contract, lease, licence or grant.

4 Property outgoings

The Chargor shall punctually pay, or cause to be paid, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.

SCHEDULE 3

Events of Default

1 Breach of obligations to the Chargee

The failure by the Chargor to discharge the Secured Obligations in accordance with the terms of the Agreement.

2 Insolvency

The Chargor is deemed unable to pay their debts within the meaning of section 123(1)(a), (1)(b), (1)(e) or (2) Insolvency Act 1986 or otherwise become insolvent or stop or suspend making payments with respect to all or any class of their debts or announce an intention to do so (in each case within the meaning of the Insolvency Act 1986).

3 Appointment of receivers and managers

An administrative or other receiver is appointed of or any part of the assets and/or undertaking of the Chargor.

4 Compositions

Any negotiations are commenced by the Chargor with a view to proposing any kind of composition, compromise or arrangement involving the Chargor and any of their creditors.

5 Winding up

An order is made or resolution passed for the winding up of the Chargor or a notice is issued convening a meeting for the purpose of passing any such resolution.

6 Administration

An administration order is made in relation to the Chargor.

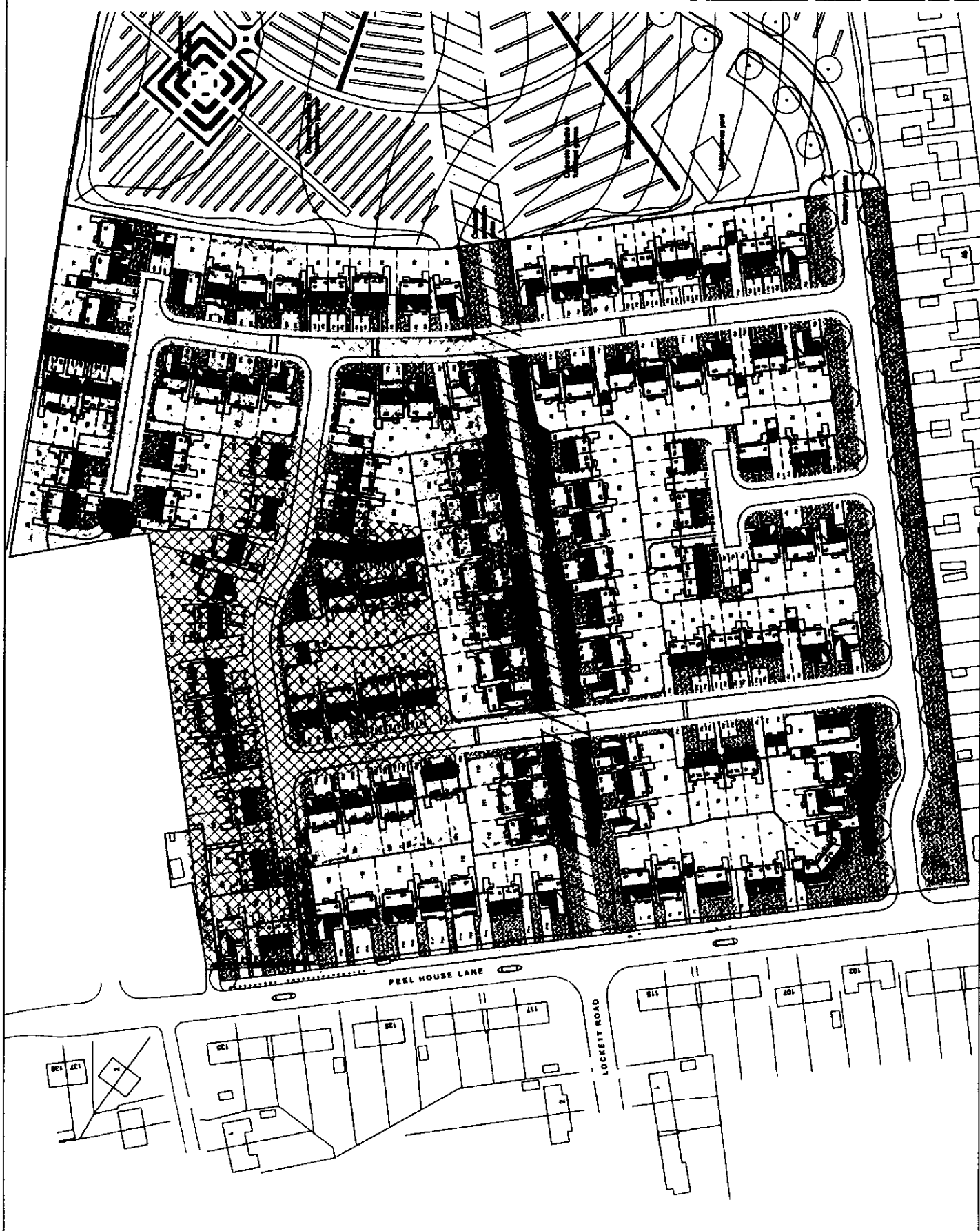
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miller homes
Miller Homes Limited • North West Region
Northern House
Woodlands Park
Ashtown Road
Newcastle-Belfast, NI12 0AF
Telephone 0979 338 4700
Fax 0979 338079
www.millerhomes.co.uk

June 1979
RAINFIELD GARDENS
HEEL HOUSE LANE
WIMBORNE

MASSING PLAN

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EXECUTION PAGE

The Chargor

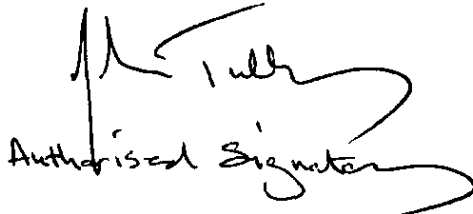
Signed and Delivered)
as a DEED)
by **MILLER HOMES LIMITED**)
acting by two directors:)

Director:

Director:

The Chargee

Signed and Delivered)
as a DEED)
by **HALTON BOROUGH COUNCIL**)
by affixing its common seal:)


Authorised Signatory

