

MR01

Particulars of a charge

135732/13

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

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



A22 *A4B5QTWR* 07/07/2015 #118
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	S	C	2	5	5	4	2	9
Company name in full	Miller Homes Limited							

For official use		
2	3	8
→ 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	d	0	d	1	m	0	m	7	y	2	y	0	y	1	y	5
----------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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	Simon Justin Richard James
Name	
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.

MR01

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.

Brief description

Land at Hillside Farm, Ashbourne, Derbyshire

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement 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).

9

Signature

Please sign the form here.

Signature

Signature

X *Flint Borough Ltd.* 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 Christine Owen

Company name Flint Bishop LLP

Address St Michael's Court

St Michael's Lane

Post town Derby

County/Region Derbyshire

Postcode D E 1 3 H Q

Country United Kingdom

DX 729320 Derby 24 Midland

Telephone 01332 340211



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0238

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st July 2015 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2015.

Given at Companies House, Edinburgh on 17th July 2015



Companies House



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

Time of completion 15:30:00

agf

Dated 1 July 2015

MILLER HOMES LIMITED

(1)

AND

SIMON JUSTIN RICHARD JAMES

(2)

Legal Charge

relating to land at Hillside Farm, Ashbourne

We certify that this is a true copy of
the original

Dated 02/07/2015

Signed Flint Bishop LLP
Flint Bishop LLP
Derby

Wragge
Lawrence
Graham
& Co

THIS LEGAL CHARGE dated

1st July

2015

BETWEEN:

- (1) **MILLER HOMES LIMITED** (registered number SC255429) whose registered office is at 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the "Chargor")
- (2) **SIMON JUSTIN RICHARD JAMES** of The Priory, Fenny Bentley, Derbyshire, DE6 1LF (the "Chargee")

WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context otherwise requires:

Adjoining Land means the land transferred to the Chargor by the Partition Transfer (other than the Property);

Agreement means the agreement for sale of the Property dated 23rd June 2015 between (1) the Chargee and (2) the Chargor and Radleigh Group Limited;

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 Barclays Bank plc from time to time;

Delegate means any person appointed by the Chargee or any Receiver under Clause 13 and any person appointed as attorney of the Chargee, Receiver or Delegate;

Events of Default means the events or circumstances described in Schedule 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;

LPA 1925

means the Law of Property Act 1925;

Miller Deferred Payment

shall have the meaning prescribed to it by the Agreement;

Partition Transfer as defined in Schedule 1 of this Deed;

Permitted Dealing means:

- (a) the transfer or lease of any Adjoining Land and in respect of which the Chargor has complied with its obligations at paragraph 6 of Schedule 2; or
- (b) the grant of a first legal charge over any Adjoining Land and in respect of which the proposed chargee has given a covenant in favour of the Chargee to be bound by the provisions of paragraph 6 of Schedule 2 in the event that it comes into possession of, or exercises a power of sale in respect of, that Adjoining Land; or
- (c) the grant of rights and/or easements to any authority, body or person authorised to supply services for electricity, water, gas, sewerage, telecommunications, television or data transmission for the public which is necessary to be granted to the same in order to procure the provision of such services for the benefit of the Property in connection with the development of the Property (whether or not such services also benefit other land); or
- (d) a lease or dedication or grant of easement to the highway authority and/or drainage authority in connection with the development of the Property; or
- (e) the grant of a second ranking legal charge;

Property means the property 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;
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: <ul style="list-style-type: none"> (a) the payment of the Miller Deferred Payment in accordance with clause 7.2 of the Agreement; (b) the monies owing to the Chargee pursuant to clause 16 of this Deed or otherwise owing to the Chargee pursuant to the terms of this Deed (if any); and (c) interest due in accordance with clause 7.5 of the Agreement (if any);
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; and
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 pay on demand to the Chargee the Secured Obligations when the same become due for payment or discharge pursuant to the Agreement and this Deed.

3 **GRANT OF SECURITY**

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Chargee:

- (a) by way of first legal mortgage the Property and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on or forming part of such property;
- (b) by way of first fixed charge all plant and machinery at the Property not included within Clause 3(a);
- (c) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property; and
- (d) all rights under any agreement for sale or agreement for lease in respect of the Property.

4 **NATURE OF SECURITY**

4.1 Continuing security

This Deed and the obligations of the Chargor under this Deed shall:

- (a) secure the ultimate balance from time to time owing to the Chargee by the Chargor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;

- (b) be in addition to, and not prejudice or affect, any present or future Security, right or remedy held by or available to the Chargee; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Security, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

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).

4.3 Joint and several Chargeors

Where two or more persons purport to create Security over a Secured Asset then:

- (a) they (or such of them as have the joint interest in the relevant Secured Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Secured Asset;
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Secured Asset; and
- (c) each person shall be deemed to have confirmed the Security granted by the others.

5 **PERFECTION OF SECURITY**

5.1 Registration at Land Registry

- (a) The Chargeor hereby applies to the Chief Land Registrar for the registration of the following restriction against the land transferred to the Chargeor in the Partition Transfer (as defined in Schedule 1):

"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 for the time being of the charge dated ^{1 July 2015} [being the date of this deed] in favour of Simon Justin Richard James of The Priory, Fenny Bentley, Derbyshire, DE6 1LF referred to in the charges register or their conveyancer" ("the Restriction")

- (b) The Chargee shall execute any necessary consents to Permitted Dealings and any Land Registry forms in respect of Permitted Dealings within 15 working days of a written request being made by the Chargor subject to the Chargor paying the reasonable costs of the Chargee and the Chargee shall (at the Chargor's reasonable cost) support any such application in such manner as the Chargor reasonably requires PROVIDED ALWAYS that in default of this obligation the Chargor's solicitor is appointed as the Chargee's conveyancer for the purpose of producing the written consent required by the Restriction to ensure that any Permitted Dealing can be registered at Land Registry.

5.2 Further assurance

The Chargor shall, at the Chargor's expense, take whatever action the Chargee or any Receiver may reasonably require for:

- (a) perfecting or protecting the Security intended to be created by this Deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Secured Assets.

5.3 Certain documentary requirements

Any documents to be prepared in accordance with Clause 5.2 shall be prepared by or on behalf of the Chargee and, where relevant, shall contain:

- (a) an immediate power of sale;
- (b) a clause excluding the restrictions contained in section 103 LPA 1925; and
- (c) such other clauses for the benefit of the Chargee as the Chargee may require,

provided that they shall be on terms no more onerous than those contained in this Deed.

6 LIABILITY OF THE CHARGOR

The Chargor's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:

- (a) any Security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) any other act or omission that, but for this Clause 6, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

7 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.

8 EFFECT OF EVENT OF DEFAULT

On the occurrence of an Event of Default the Security constituted by this Deed shall be immediately enforceable.

9 POWERS OF THE CHARGEЕ

9.1 Notice

For as long as any second legal charge burdens the Property, the Chargee shall not exercise the powers conferred upon them as a mortgagee without first giving not less than 28 days prior written notice of its intention to do so to the holder of the second legal charge PROVIDED THAT if the holder of the second legal charge is The Royal Bank of Scotland plc notice shall be given to the following address:

The Security Agent (the Miller Group Limited),
The Royal Bank of Scotland plc,
10th Floor,
280 Bishopsgate,
London EC2M 4RB

with a copy to the Chargor.

9.2 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 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.

9.3 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.

10 . APPOINTMENT OF RECEIVER

10.1 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.

10.2 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

10.3 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.

10.4 Removal and replacement

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

10.5 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.

10.6 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.

10.7 Qualified person

In this Clause 10 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or, as the case may be, an administrative receiver of any such company.

11 **POWERS OF RECEIVER**

11.1 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)

11.2 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 11.

11.3 Take possession

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

11.4 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.

11.5 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 Secured Assets 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.

11.6 Severe fixtures and fittings

A Receiver may sever plant, machinery and other fixtures and sell them separately from the premises containing them and apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Chargor.

11.7 Repair and maintain assets and develop the Property

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. A receiver may apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any building or development on the Property.

11.8 Redeem prior Security

A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.9 Delegate

A Receiver may delegate his powers in accordance with this Deed.

11.10 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.

11.11 Legal proceedings

A Receiver may institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Secured Assets or any part thereof or submit to arbitration as he may think fit.

11.12 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents and other personnel and professional advisers on any terms and subject to any conditions that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

11.13 Execute documents

A Receiver may sign any document, execute any deed and do all such other acts and things 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.

11.14 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Property.

11.15 Insure

A Receiver may, if he thinks fit, 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.

11.16 Absolute beneficial owner

A Receiver may, in relation to any of the Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property or any part of the Property.

11.17 Incidental powers

A Receiver may do any other acts and things:

- (a) that he may consider desirable or necessary for realising any of the Property;
- (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- (c) that he lawfully may or can do as agent for the Chargor.

12 APPLICATION OF PROCEEDS

12.1 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.

12.2 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.

13 DELEGATION

13.1 Power to delegate

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed.

13.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (but not including the power to sub-delegate) that it thinks fit.

13.3 Liability

Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 **RELEASE**

The release of the Security constituted by this Deed shall be governed by clause 7 of the Agreement.

15 **ASSIGNMENT AND TRANSFER**

15.1 Assignment by Chargee

- (a) At any time, without the consent of the Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this Deed.
- (b) The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this Deed that the Chargee considers appropriate.

15.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

16 **INDEMNITY, COSTS AND EXPENSES**

16.1 Enforcement costs

The Chargor hereby undertakes with the Chargee to pay on demand all reasonable and proper costs, charges and expenses and liability actually incurred or suffered by the Chargee

and/or by any Receiver (including without limitation all legal and other professional costs charges and expenses):

- (a) 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;
- (b) in the exercise or purported exercise of any of the rights, powers, authorities or discretions vested under this Deed or by law in respect of the Property; or
- (c) any default or delay by the Chargor in performing any of its obligations under this Deed

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).

16.2 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.

17 NOTICES

17.1 Mode of service on Chargee

Any notice or other communication given to the Chargee under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:

Address: The Priory, Fenny Bentley, Derbyshire, DE6 1LF

Attention: Simon Justin Richard James

or to any other address or fax number as is notified in writing by the Chargee to the Chargor from time to time.

17.2 Mode of service on Chargor

Any notice or demand for payment by the Chargee under this Deed shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Chargor if served on any one of its directors or on its secretary or delivered or sent by letter or fax to the Chargor at their registered office or any of its principal places of business for the time being.

17.3 Receipt

- (a) Any notice or other communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time it is left at the relevant address or handed to the relevant person;
 - (ii) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
 - (iii) if sent by fax, when received in legible form.
- (b) A notice or other communication given as described in Clause 17.3(a) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.4 Service of proceedings

This Clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

18 MISCELLANEOUS

18.1 Remedies Cumulative

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

18.2 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.

18.3 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).

18.4 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.

18.5 Successors and assigns

Any appointment or removal of a Receiver under Clause 10 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Chargee.

18.6 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.

18.7 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.

18.8 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.

19 GOVERNING LAW AND JURISDICTION

19.1 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.

19.2 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). Nothing in this Clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19.3 Other service

The Chargor irrevocably consents to any process in any legal action or proceedings under Clause 19.2 being served on it in accordance with the provisions of this Deed relating to the service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

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

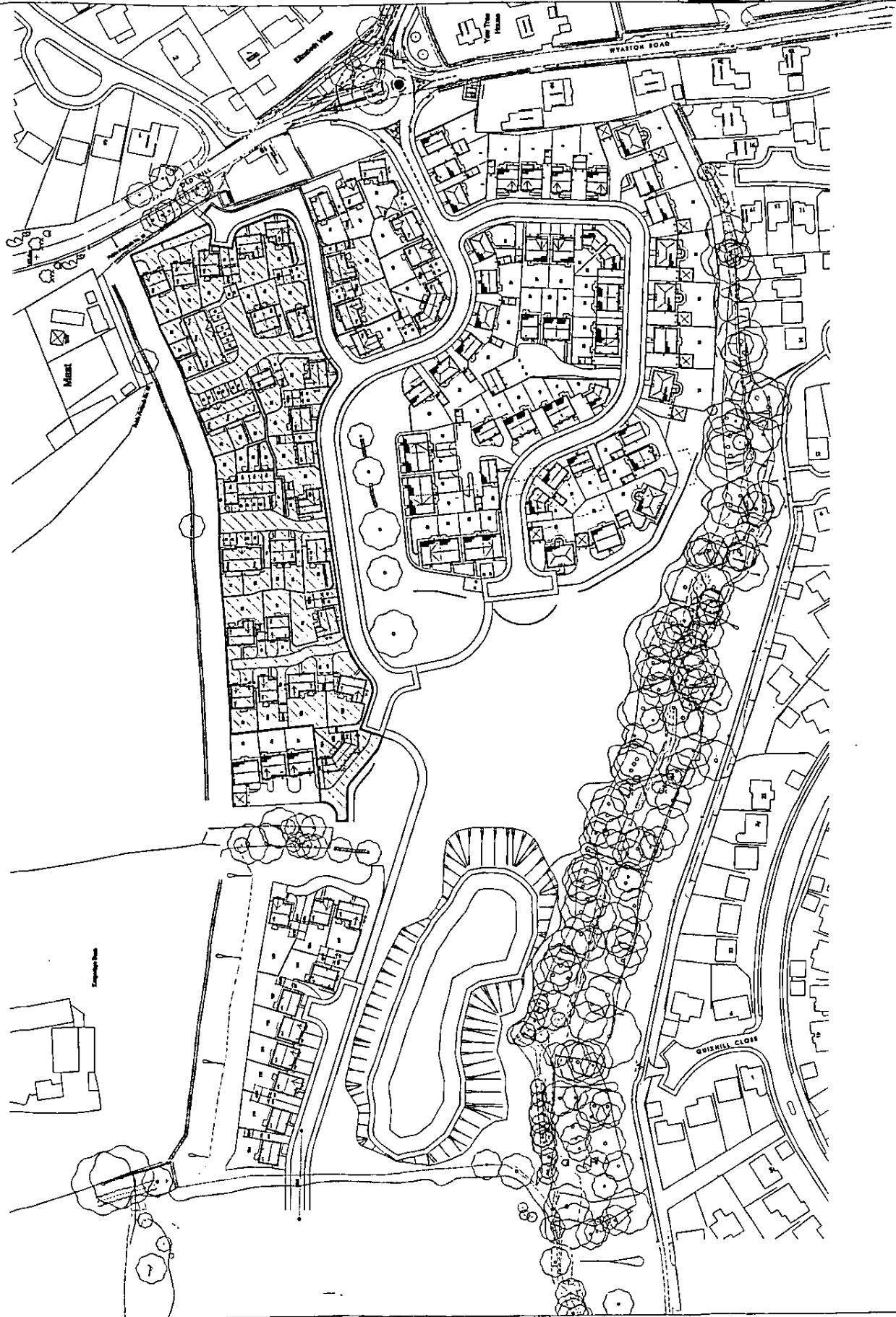
The Property

Land at Hillside Farm, Ashbourne, Derbyshire shown edged red and hatched red on the plan annexed hereto and forming part of the land comprised in a Transfer of Part of Title Number DY342094 by way of partition and made today between Radleigh Group Limited and the Chargor (1) the Chargor (2) ("Partition Transfer")



Handwritten signature

miller homes	
7100 W. 10th Ave. Suite 100 Westminster, CO 80031 Tel: 303.440.1000 Fax: 303.440.1001	
Land of Middle Fern, Weston Road, Albion	
Miller Homes Charge Plan	
May 2011	1000 0.00
2011/05/02	



SCHEDULE 2

1 Negative pledge and disposal restrictions

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 or any Permitted Dealing;
- (b) sell, assign, transfer, lease, 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 easement, interest or other title encumbrance in the Secured Assets in favour of a third party

PROVIDED ALWAYS THAT the Chargee hereby irrevocably consents (so as to satisfy the Land Registry's certification requirements contained in the Restriction) to the registration of:

- (i) a second legal charge (and any associated title restriction) against the title of the Property; and/or
- (ii) a first legal charge (and any associated title restriction) against the title to the Adjoining Land

and the Chargee will (at the request of the Chargor) use their reasonable endeavours to assist the Chargor in the registration of the second legal charge against its title of the Property.

2 Proprietary rights

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property (other than as part of a Permitted Dealing), without the prior consent of the Chargee.

3 Outgoings

The Chargor shall punctually pay and indemnify the Chargee against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

4 Insurance

- (a) The Chargor shall keep the Property insured on the Chargor's usual group insurance policy against loss or damage by such risks usually insured against by prudent businesses or which the Chargor reasonably requires to its full replacement or reinstatement value for the time being (excluding a commercially acceptable excess) together with all demolition and debris removal costs and all architects, surveyors, engineers and other professional fees for rebuilding the Property (plus VAT where applicable) (the "Insurance").
- (b) The Chargor shall punctually (or within any agreed credit period) pay all premiums for the Insurance. Upon request the Chargor will deposit with the Chargee a copy of the insurance policy.

5 Compliance with laws and regulations

- 5.1 The Chargor shall not, without the Chargee's prior consent, use or permit the Secured Assets to be used in any way contrary to law.
- 5.2 The Chargor shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of it.

6 Disposition of the Adjoining Land

The Chargor covenants not to transfer the freehold of or grant a lease of the Adjoining Land unless the Chargor procures (at its own cost) that the Chargee is granted or excepted and reserved (as the case may be) over the Adjoining Land for the benefit of the Property the rights as set out in the panel 12 part 2 of the Partition Transfer (with such amendments as are necessary to reserve such rights over the Adjoining Land for the benefit of the Property) and such other rights reasonably necessary for the use and enjoyment of the Property.

SCHEDULE 3

Events of Default

1 Breach of obligations to the Chargee

The failure by the Chargor to pay or discharge the Secured Obligations when the same become due for payment or discharge or to comply with any other provision of the Agreement or this Deed.

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 Legal process

Any judgment or order made against the Chargor is not complied with within five working days or any execution, distress, sequestration or other process is levied or enforced upon or sued out against any of the assets of the Chargor and is not discharged within five working days.

4 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 or any other steps are taken to enforce any Security over all or any part of the assets of the Chargor.

5 Compositions

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

6 Winding up

Any petition is presented or other step is taken for the purpose of winding up the Chargor or 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.

7 Administration

Any petition is presented or other step is taken for the purpose of the appointment of an administrator of the Chargor or an administration order is made in relation to the Chargor.

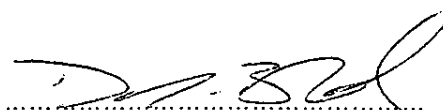
8 Security defective

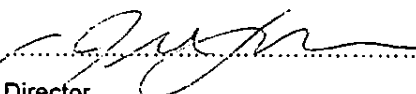
Any part of the Security constituted by this Deed fails or ceases in any respect to have full force and effect or to be continuing or is disputed or challenged or becomes in jeopardy, invalid or unenforceable.

EXECUTION PAGES

Executed as a Deed by
MILLER HOMES LIMITED
acting by two directors

)
)
)

1st 
.....
Director

2nd 
.....
Director

Executed as a Deed by
SIMON JUSTIN RICHARD JAMES
in the presence of:

)
)

.....
Attorney

Signature of Witness:

Witness Name:

Address:

Occupation: