



Registration of a Charge

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X8KXFQ0H

Received for Electronic Filing: **23/12/2019**

Details of Charge

Date of creation: **20/12/2019**

Charge code: **SC25 5429 0357**

Persons entitled: **PHILIP ANTHONY AMER, CAROL ANN AMER, MAUREEN AMER AND
THEAKSTON ESTATES (INVESTMENTS) LIMITED**

Brief description: **LAND AT FLATTS LANE, NORMANBY, MIDDLESBROUGH**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SWINBURNE MADDISON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0357

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th December 2019 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2019 .

Given at Companies House, Edinburgh on 24th December 2019

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



Companies House



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

DATED 20 December 2019

- (1) MILLER HOMES LIMITED
- (2) PHILIP ANTHONY AMER AND CAROL ANN AMER
AND MAUREEN AMER
- (3) THEAKSTON ESTATES (INVESTMENTS) LIMITED

LEGAL CHARGE (OF PART)
over land at
FLATTS LANE, NORMANBY, MIDDLESBROUGH

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DATE

20 December

2019

PARTIES

- (1) **MILLER HOMES LIMITED** a company incorporated and registered in England and Wales (registered number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the **Chargor**);
- (2) **PHILIP ANTHONY AMER** and **CAROL ANN AMER** of Ganevan, Belbrough Lane, Hutton Rudby, Yarm TS15 0HY and **MAUREEN AMER** of 1 Pease Court, Eaglescliffe, TS16 0RZ (the **Owner**); and
- (3) **THEAKSTON ESTATES (INVESTMENTS) LIMITED** a company incorporated and registered in England and Wales (registered number 09162133) whose registered office is at Southlands, The Avenue, Eaglescliffe, Stockton on Tees TS16 9AS (the **Promoter**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this legal charge the following definitions will apply:

Additional Charged Land

means that part of the Property shown edged blue on Plan 2;

Additional Consideration

the additional sums payable by the Chargor in accordance with clause 13 of the Contract;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Charged Assets

the Property;

Chargee

means the Owner and/or the Promoter;

Chargee's Solicitors

such solicitor or solicitors that the Chargee or any one of them may nominate from time to time;

Chargor's Solicitors

Gateley Plc of Minerva, 29 East Parade Leeds LS1 5PS (ref: 052799.595/EZT/DML) or such other solicitor or solicitors that the Chargor may nominate from time to time and notify the Chargee;

Contract

the contract for sale of the freehold property known as Flatts Lane, Normanby, Middlesbrough and dated 23 August 2019 and entered into between (1) the Owner; (2) the Chargor and (3) the Promoter;

Deferred Consideration

has the meaning given to it in the Contract;

Deferred Consideration Land

that part of the Property shown edged orange on Plan 2;

Disposal

includes any sale or transfer or assent or a lease and **Dispose** shall be interpreted accordingly;

Due Date

the date that the Deferred Consideration and/or the Education Contribution Savings and/or the Additional Payment (as the context so requires) is payable by the Chargor pursuant to the terms of the Contract;

Education Contribution Savings

the sums payable by the Chargor in accordance with clauses 12.18 of the Contract;

Encumbrance

a fixed mortgage or charge;

End Date

the day falling two years from the date of this legal charge unless at that date any of the Secured Liabilities and/or any sums payable by the Chargor pursuant to clause 2.2 are outstanding whereupon the End Date shall be extended to the earlier of the date of actual payment of such outstanding sums and the third anniversary of the date of this legal charge;

Estate

the land at Flatts Lane, Normanby, Middlesbrough shown edged red on the attached Plan 1 being part of the land comprised in a transfer dated 2019 made between (1) the Chargee (2) the Chargor and (3) Theakston Estates (Investment) Limited;

Event of Default

- (a) the failure of the Chargor to pay all or any of the Secured Liabilities on the Due Date;
- (b) the appointment of an administrator in respect of the Chargor;
- (c) a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- (d) the making of a request by the Chargor for the appointment of a Receiver; and
- (e) a petition is presented to the Court for a meeting to be convened for the purpose of considering a resolution for the winding up of the Chargor or a resolution is passed or an order made for the winding up of the Chargor.

Interest Rate

4% above the base rate from time to time of Barclays Bank plc or such other clearing bank nominated by the Promoter at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Promoter may reasonably determine;

LPA

the Law of Property Act 1925;

Permitted Disposal

- (a) the Disposal dedication or adoption of any part of the Property 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 services sewers or other infrastructure; and/or
- (b) 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 areas 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 Highways Act 1980; and/or

- (c) the Disposal of any part of the Property which is required to comply with the requirements of any Works Agreement; and/or
- (d) the Disposal of any part of the Property as common parts, 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; and/or
- (e) any Disposal of any part of the Property to an associated company of the Chargor where the Disposal is of a Unit or part of a Unit which has been constructed or is in the course of construction where the Disposal is made only to facilitate the Disposal by way of the grant of a lease of another Unit for example (but not limited to) Disposal by way of the grant of a lease of a garage under a coach house or of a first floor maisonette over a ground floor maisonette; and/or
- (f) the grant of a legal charge ranking behind this legal charge over the Property or any part or parts approved by the Promoter in accordance with clause 4.2
- (g) Disposal to a transferee or lessee of a Unit or Units pursuant to a Release; and/or
- (h) the grant and/or reservation of any easement; and/or
- (i) a Disposal to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider; and/or
- (j) the Disposal of a garage(s) erected or to be erected underneath a Unit; and/or
- (k) in respect of the Uncharged Land only, any Disposal to a bona fide transferee or lessee of a Unit or Units;

Plan 1

the plan attached to this legal charge and so marked;

Plan 2

the plan attached to this legal charge and so marked;

Property

the Property described in schedule 1 and the benefit of all rights, easements and privileges in relation to such property;

Receiver

any receiver, manager or receiver and manager appointed by the Promoter under this legal charge;

Release

a form DS3 or form DS1 and/or such other form (including but not limited to Land Registry Form RX4) as shall be appropriate to release (when dated) the Charged Assets or any interest in the Charged Assets or any part or parts of the Charged Assets from this legal charge and any restriction contained herein;

Secured Liabilities

the Deferred Consideration and the Education Contribution Savings and the Additional Consideration and the obligation to pay all unpaid parts of them;

Service Media

all pipes, gutters, drains, sewers, wires, cables, poles and related apparatus to carry Utilities including without limitation sustainable urban drainage systems, sub-stations, gas governor houses and pumping stations and similar infrastructure;





Uncharged Land
the Estate excluding the Property;

Unit

a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property;

Utilities

water, gas, electricity, surface and foul drainage, waste and telecommunications;

Works Agreement

all or any of the following as the case may be

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or 278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or
- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The schedules form part of this legal charge and have the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though they were set out in this legal charge.

1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.

- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words **other, include, including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Writing or written includes faxes but not e-mail unless otherwise specified in this legal charge.
- 1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.
- 1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.

2. COVENANT TO PAY

- 2.1 The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.
- 2.2 The Chargor is to pay on demand to the Chargee all reasonable and proper costs and expenses which may be incurred by any of them in connection with:
- 2.2.1 any consents or approvals which may be required under this legal charge (save that the Chargee will be responsible for the reasonable and proper costs incurred in connection with the discharge (or any element of discharge) of this legal charge in accordance with clause 5);
 - 2.2.2 negotiating, preserving, enforcing or seeking to preserve or enforce this legal charge or the Chargee's respective rights and powers under it; and
 - 2.2.3 any stamp duty land tax and other fees as costs arising from the security created by this legal charge and also interest on any part of the Deferred Consideration Payment, the Education Contribution Savings and the Additional Consideration and any costs and expenses payable under this legal charge from the date the same became due until actual payment at the Interest Rate after as well as before judgment.

3. CHARGES

Fixed Charges

As a continuing security for the payment of the Secured Liabilities and the sums payable pursuant to clause 2.2 of this legal charge, the Chargor with full title guarantee charges by way of first legal mortgage the Property.

Extent of Security

It is agreed that this legal charge is intended to create the sole security which is held by the Chargee over the Charged Assets for the Secured liabilities and that the Chargee will not take or exercise any other security (including any lien) over the Charged Assets other than any equitable charge created by this legal charge unless the Chargor and the Chargee expressly agree otherwise in writing.

4. RESTRICTIONS AND WORKS AGREEMENTS

- 4.1 The Chargor agrees with the Chargee that it will not, without the Promoter's prior written consent Dispose or agree to Dispose of any Charged Assets or any part of them except if it is a Permitted Disposal.
- 4.2 Where the Permitted Disposal is a legal charge ranking behind this legal charge then the Promoter shall be entitled to approve the form of legal charge (at the cost and expense of the Chargor's expense) such approval not to be unreasonably withheld or delayed where the legal charge does not have a material adverse impact on the security created by this legal charge
- 4.3 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against each of the titles allocated to the Property and specified in schedule 1 or which is the subject of first registration of title:

"RESTRICTION

No disposition of the part of the registered estate [hatched orange and hatched blue] 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 [●] 2019 in favour of Philip Anthony Amer and Carol Ann Amer of Ganevan, Belbrough Lane, Hutton Rudby, Yarm, TS15 0HY and Maureen Amer of 1 Pease Court, Eaglescliffe, TS16 0RZ and Theakston Estates (Investments) Limited whose registered office is at Southlands, The Avenue, Eaglescliffe, Stockton on Tees, TS16 9AS referred to in the charges register or their conveyancer that the provisions of clause 4.1 of the charge dated 20/12/ 2019 and made between Miller Homes Limited (1) Philip Anthony Amer and Carol Ann Amer and Maureen Amer (2) and Theakston Estates (Investments) Limited (3) have been complied with."

- 4.4 The Chargee shall within 20 Business Days of request consent to and join in any Works Agreement for the purposes of giving such consent and shall release from this legal charge such parts of the Property as are reasonably required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Chargor shall indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.

- 4.5 If the Chargee fails to comply with its obligations in clause 4.4 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement.

5. DISCHARGE

- 5.1 Within 10 Business Days after the payment of the Deferred Consideration and any outstanding sums due to the Chargee pursuant to clause 2.2 of this legal charge the Chargee will give to the Chargor such form of Release as shall be appropriate to release the Deferred Consideration Land from this Charge and the restriction created pursuant to clause 4.3 (together with any relevant HM Land Registry form(s)).

- 5.2 Within 10 Working Days of the End Date provided that all Secured Liabilities have been paid and all sums due under clause 2.2 have been paid the Chargee shall give the Chargor such form of release as may be appropriate to release the balance of the Charged Assets from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry Form(s)).

- 5.3 The Chargee agrees to execute Releases or alternatively where appropriate consents for Permitted Disposals and agrees to deliver the same within ten Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release or consent required to be executed.

- 5.4 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete any relevant HM Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clause 5.2, the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release.

6. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

6.1 Incorporation

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets.

6.2 Authority

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

6.3 Obligations binding

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

7. ENFORCEMENT OF SECURITY

7.1 The restrictions on the consolidation of mortgages in section 93 of the LPA do not apply to this legal charge.

7.2 The restriction on the powers of the Chargee to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this legal charge.

7.3 For the purposes only of section 101 of the LPA, the Secured Liabilities become due and the statutory power of sale and other powers of enforcement arise immediately after execution of this legal charge.

7.4 Section 103 of the LPA does not apply to this legal charge and all moneys secured by this legal charge are immediately payable without any demand.

7.5 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Chargee at its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this legal charge.

7.6 This legal charge will become immediately enforceable and the powers of the Chargee and the Receiver exercisable upon the happening of an Event of Default.

8. CHARGOR'S COVENANTS AND NEGATIVE PLEDGE

The Chargor covenants with the Chargee that, during the continuance of the security created by this legal charge, it shall not without the prior written consent of the Chargee:

8.1 create or permit to subsist any Encumbrance upon any of the Charged Assets; or

8.2 make a Disposal of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets except by way of a Permitted Disposal.

9. APPOINTMENT AND POWER OF RECEIVER

9.1 At any time after the security constituted by this legal charge becomes enforceable and none of the restrictions imposed by the LPA in relation to the appointment of a Receiver shall apply the Promoter may on behalf of the Chargee:

9.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or

9.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

9.2 The Promoter on behalf of the Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

9.3 The remuneration of the Receiver may be fixed by the Promoter on behalf of the Chargee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Liabilities.

9.4 A Receiver will have the power on behalf and at the cost of the Chargor:

9.4.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and

9.4.2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this legal charge or conferred upon receivers by the LPA or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

9.5 Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 9.5.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Chargor;
- 9.5.2 to carry on, manage or permit the carrying on and managing any business of the Chargor at the Property as the Receiver may think fit;
- 9.5.3 to sell, whether by public auction or private contract or otherwise, exchange, licence or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and
- 9.5.4 to grant any lease and to accept or agree to accept surrenders of leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.
- 9.6 Sections 109(6) and 109(8) of the LPA will not apply in relation to a Receiver appointed under this clause 9.

10. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

11. ASSIGNMENT AND TRANSFER

The Chargee nor the Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this legal charge or any of its rights under this legal charge or purport to do any of the same without the prior written consent of the other party.

12. THIRD PARTY RIGHTS

- 12.1 Subject to clause 12.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 12.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.

13. NOTICES

- 13.1 Any notice given under this legal charge shall be in writing and signed by or on behalf of the party giving it.
- 13.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service:
- 13.2.1 to the Owner at: Ganevan, Belbrough Lane, Hutton Rudby, Yarm, TS15 0HY, marked for the attention of Philip Amer;
- 13.2.2 to the Chargor at:
- (a) its registered office address for the time being, marked for the attention of the company secretary; and
 - (b) Nautilus House, Redburn Court, Earl Grey Way, North Shields, NE29 6AR or such other address notified in writing to the Chargee from time to time after the date of this legal charge, marked for the attention of the Regional Managing Director.

- 13.2.3 to the Promoter at Southlands, The Avenue, Eaglescliffe, Stockton on Tees, TS16 9AS, marked for the attention of the Managing Director.
- 13.3 In the absence of evidence of earlier receipt and subject to clause 13.4, a notice served in accordance with clause 13.2 shall be deemed to have been received:
- 13.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 13.2; or
- 13.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or
- 13.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.
- 13.4 If deemed receipt under clause 13.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.
- 13.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.
- 13.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email.
14. **GRANT OF EASEMENTS**
- 14.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this Charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee requires to grant to the purchaser or other disponee the rights that the Property benefits from as set out in Schedule 1 and the Chargor will (at its own cost) on demand enter into such adoption agreements and/or deeds of easement as the Chargee or the relevant utilities supplier may require in respect of the Utilities.
- 14.2 If the Chargor fails to execute any deed of easement or adoption agreement in accordance with its obligations in clause 14.1, the Chargor hereby irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.
- 14.3 The Chargor covenants that it will not either in a single transaction or in a series of transactions Dispose of all or any part of the Estate except for a Permitted Disposal without procuring that the proposed disponee enters into a deed of covenant with the Chargee in a form approved by the Chargee acting reasonably to observe and perform the provisions of clause 14 (including without limitation this clause 14.3).
- 14.4 The Chargor hereby applies to the Land Registry for a restriction to be placed on the proprietorship register of the Estate in the following form:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of the restriction is to be registered without a certificate signed by Philip Anthony Amer and Carol Ann Amer of Ganevan, Belbrough Lane, Hutton Rudby, Yarm, TS15 0HY and Maureen Amer of 1 Pease Court, Eaglescliffe, TS16 0RZ and Theakston Estates (Investments) Limited whose registered office is at Southlands, The Avenue, Eaglescliffe, Stockton on Tees, TS16 9AS that the provisions of clause 14 of a Legal Charge dated 20 December 2019 and made between Miller Homes Limited (1) Philip Anthony Amer and Carol Ann Amer and Maureen Amer (2) and Theakston Estates (Investments) Limited (3) have been complied with."*
- 14.5 In respect of Permitted Disposals and in relation to the restriction contained in clause 14.4:
- 14.5.1 for the avoidance of doubt, clauses 5.3 and 5.4 shall apply where the Permitted Disposal relates to the Charged Assets;
- 14.5.2 the Chargee consents to the withdrawal of the restriction contained in clause 14.4 in relation to any part of part of the Property which has been the subject of a Permitted Disposal by way of Land Registry Form RX4 (or such other form as

- may be required by the Land Registry from time to time to effect the withdrawal of the restriction at clause 14.4); and
- 14.5.3 the Chargee hereby grants the Chargor a power of attorney for the purposes of executing any such Land Registry Form RX4 referred to at clause 14.5.1 and/or consents to the Buyer's conveyancer (from time to time) certifying that they hold the relevant consent to sign such Form RX4; and
- 14.5.4 the provisions of this clause 14.5 constitute a Consent as defined in paragraph 98 of the Land Registration Rules 2003; and
- 14.5.5 the Buyer shall be entitled to submit a copy of this legal charge (where a copy has not already been submitted) to the Land Registry as evidence of the Chargee's consent given under any of the clauses 14.5.1 to 14.5.3 (inclusive) should this be required.

15. GENERAL

- 15.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 15.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 15.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 15.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 15.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 15.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 15.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 16.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 16.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

IN WITNESS whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

32767971.3

SCHEDULE 1

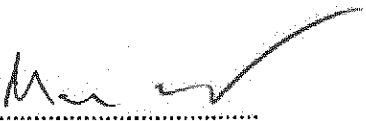
The Property

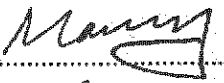
The Deferred Consideration Land and the Additional Charged Land together with the benefit of the following rights over the Estate in common with the Chargor and all others who have such or similar rights:

1. a pedestrian and vehicular right of way over the Estate at all times and for all purposes to gain access to and from the Property
2. to enter the Estate to make connections to the Service Media in the Estate and to install additional Service Media in the Estate
3. to the supply of Utilities to and from the Property by means of the Service Media in the Estate
4. to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Service Media
5. of support and protection afforded by the Estate for any building erected on the Property
6. such other rights as may be reasonably required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development)
7. All rights of entry are subject to the following conditions:
 - 7.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 7.2 entry shall not be exercised over the curtilage of any dwellings;
 - 7.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 7.4 entry can be exercised with and without workmen, machinery and appliances if necessary;
 - 7.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done

Executed as a deed by
MILLER HOMES LIMITED
acting by ~~two directors and its secretary~~

2 Authorised Signatories


.....
Director Authorised Signatory


.....
Director Authorised Signatory

MH

.....
Secretary

Witness signature

Witness name

Address

Occupation
Executed as a deed by
**THEAKSTON ESTATES (INVESTMENTS)
LIMITED**
acting by two directors and its secretary

.....
Director

.....
Director

.....
Secretary

Witness signature

Witness name

Address

Occupation

Signed as a deed by
PHILIP ANTHONY AMER
in the presence of:

Witness signature

Witness name

Address

Occupation

Signed as a deed by
CAROL ANN AMER
in the presence of:

Witness signature

Witness name

Address

Occupation

Signed as a deed by
MAUREEN AMER
in the presence of:

Witness signature

Witness name

Address

Occupation