

MR01

Particulars of a charge

Oyez

110714/238



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

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You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02.

TUESDAY



A9DNN92B
A22 15/09/2020 #173
COMPANIES HOUSE

please
it:
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

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 1 0 0 9 2 0 2 0

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 Mavis Webster

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.

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

Land at Pitty Close Farm shown edged red and blue on the plan in the Legal Charge dated 10 September 2020 and being part of the land comprised in a Transfer dated 10 September 2020 between (1) Mavis Webster and (2) Miller Homes Limited

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

×  ×

This form must be signed by a person with an interest in the 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

John Carter (ref. W2733/2)

Company name

Raworths LLP

Address

Eton House

89 Station Parade

HARROGATE

Post town

North Yorkshire

County/Region

Postcode

H G 1 1 H F

Country

DX

Telephone

01423 566666

**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

I certify that this is a true and complete copy of the original document.

Signed: *[Signature]*

Name: *JOHN CARTER*

Position: *SOLICITOR*

Date: *14 SEPTEMBER 2020*

Raworths LLP Solicitors
89 Station Parade, Harrogate HG1 1HF
SRA no. 439478

Gateley / LEGAL

DATED 10 September 2020

- (1) MAVIS WEBSTER
- (2) MILLER HOMES LIMITED

LEGAL CHARGE
over land at Pitty Close Farm

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DATE

10 September

2020

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 (**Chargor**); and
- (2) **MAVIS WEBSTER** of Beggars Roost, 16 Rheast Moor Close, Ramsay, Isle of Man, IM8 3LT (**Chargee**);

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

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

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, including the whole or part or parts of it;

Chargee's Solicitors

such solicitor or solicitors that the Chargee may nominate from time to time;

Chargor's Solicitors

Gateley Legal of Minerva, 29 East Parade Leeds LS1 5PS (ref: SLP/052799.694)

Contract

the contract for sale of the freehold property dated *10 September 2020* and entered into between (1) the Chargee and (2) the Chargor;

Deferred Consideration

£2,125,000 (two million one hundred and twenty five thousand pounds);

Disposal

includes any sale or transfer or assent or a lease for a term in excess of 21 years and Dispose shall be interpreted accordingly;

Due Date

the date that the Deferred Consideration is payable by the Chargor pursuant to the terms of the Contract;

Encumbrance

a fixed mortgage or charge;

Event of Default

- (a) Provided that the Chargee has made a demand for payment the failure of the Chargor to pay all or any of the Secured Liabilities within 10 Business Days of the Due Date;
- (b) the appointment of an Administrator in respect of the Chargor; and
- (c) the making of a request by the Chargor for the appointment of a Receiver;

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) the Disposal of the freehold reversion of any building or Unit on the Property which Unit has been the subject of a sale pursuant to a Release; and/or
- (f) the grant of a legal and/or equitable charge over the Property or any part or parts of it and/or
- (g) any Disposal 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
- (h) Disposal to a transferee or lessee of a Unit or Units pursuant to a Release; and/or
- (i) the grant of any easement; and/or
- (j) a Disposal to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider; and/or
- (k) a garage erected or to be erected underneath a Unit.

Property

the Property described in Schedule 1;

Receiver

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

Release

a form DS3 or form DS1 or such other form 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;

Release Fee

a sum per Unit in respect of which a Release has been requested pursuant to clause 5.2 calculated in accordance with the following formula:

$$X = A \times (B \div C)$$

Where:

A is the balance of the Deferred Consideration which at the relevant time remains unpaid

B is the number of Units comprised in the part of the Charged Assets in respect of which a Release is sought by the Chargor

C is the total number of Units which at the relevant time remain subject to this legal charge;

Section 38 Agreement

an agreement pursuant to section 38 of the Highways Act 1980 (or such successor legislation) in respect of the carrying out and adoption of works in Leeds Road pursuant to the planning permission for the Chargor's development of the Property including the Chargor bonding the cost of such works to the satisfaction of Leeds City Council;

Section 38 Release Date

the date the Chargor notifies the Chargee that the Section 38 Agreement has completed together with a copy of the completed Section 38 Agreement;

Section 38 Security

the part of the Property edged blue on the attached plan;

Secured Liabilities

the Chargor's obligation to pay all unpaid parts of the Deferred Consideration;

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;

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**
- 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.
- 3. CHARGES**
- 3.1 Fixed Charges**
- As a continuing security for the payment of the Secured Liabilities and the sums payable pursuant to clause 13.2.2 of the Contract, the Chargor with full title guarantee charges by way of first legal mortgage the Property.
- 3.2 Extent of Security**
- It is agreed that this legal charge is intended to be 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 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 Chargee's prior written consent Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge except if it is a Permitted Disposal or the Disposal of a Unit pursuant to a Release.
 - 4.2 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 specified in Schedule 1 or which is the subject of first registration of title:
"RESTRICTION
No transfer lease or charge 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 a conveyancer that the provisions of clause 4.1 of the charge dated 4 in favour of Mavis Webster have been complied with or do not apply." 10 September 2020

4.3 The Chargee shall within ten Business Days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are 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.

4.4 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement.

5. DISCHARGE

5.1 Within ten Business Days after the payment of the whole of the Deferred Consideration and all other sums due under this legal charge the Chargee will give to the Chargor the Release to release the whole of the Charged Assets remaining subject to this Charge from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry form(s)).

5.2 The Chargor may at any time or times in advance of payment of the Deferred Consideration by not less than ten Business Days' notice to the Chargee request the issue of Releases executed by the Chargee for such parts of the Charged Assets as the Chargor may require, such request to be accompanied by the form of Release required to be executed and payment to the Chargee of the Release Fee by way of cleared funds. Each payment of a Release Fee shall be treated as part payment of the Deferred Consideration and reduce the amount due to the Chargee on the date for payment of the Deferred Consideration.

5.3 Within 5 Business Days following the Section 38 Release Date the Chargee shall issue a Release to the Chargor and take whatever action is necessary to release and discharge the Section 38 Security from the security constituted by this legal mortgage.

5.4 The Chargee agrees to execute Releases 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 required to be executed.

5.5 On each occasion the Chargee is required to provide a Release pursuant to this Deed the Chargor shall pay the Chargee's Solicitors reasonable and proper legal fees for doing so up to a maximum of £250 + VAT.

5.6 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 clauses 5.1 to 5.4 (inclusive), 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

The security constituted by this legal charge shall become enforceable 5 days after the Chargee provides the Chargor with written notice that an Event of Default which has not been remedied or waived and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this legal charge, shall be exercisable. After the security constituted by this legal charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the security constituted by this legal charge in such manner as it sees fit.

8. 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 dispose 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 and/or the Disposal of a Unit that is the subject of a Release.

9. APPOINTMENT AND POWER OF RECEIVER

- 9.1 At any time after the security constituted by this legal charge becomes enforceable or if so requested by the Chargor by written notice at any time, the Chargee may:
 - 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 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.

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

Neither party may not 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 .

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 Chargee at: Beggars Roost, 16 Rheast Moor Close, Ramsay, Isle of Man, IM8 3LT, marked for the attention of Mavis Webster;

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) Miller Homes Limited at Lapwing House, Peel Avenue, Calder Park, Wakefield WF2 7UA 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 Land 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. GENERAL

14.1 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.

14.2 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.

14.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 14.2 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.

- 14.4 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.
- 14.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 14.6 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.
- 15. INDEMNITY**
- 15.1 The Chargor shall indemnify the Chargee and each Receiver against all reasonable costs expenses damages and losses suffered or incurred by them arising out of any breach of the terms of this Deed by the Chargor subject to the Chargee using reasonable endeavours to mitigate all such liabilities.
- 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.
- 17. FURTHER ASSURANCE**
- 17.1 The Chargor shall promptly at its own expenses take whatever action the Chargee or Receiver reasonably require for:-
- 17.1.1 Perfecting or protecting the security created or intended to be created by this Legal Charge;
- 17.1.2 Facilitating by exercise of any right power or authority exercisable by the Chargee or Receiver under this Legal Charge.

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.


SCHEDULE 1

The Property

The land at Pitty Close Farm shown edged red and blue on the attached plan being part of the land comprised in a transfer dated ¹ 10 September 2020 made between the Chargee (1) and the Chargor (2).

CHARGOR

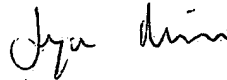
EXECUTED and DELIVERED as a DEED by)
MILLER HOMES LIMITED acting by a)
director in the presence of:)


.....
Director

Witness Signature

Witness Name

Address


JOYCE MORRISON
MILLER HOUSE
2 LOCHSIDE VIEW
EDINBURGH

Occupation

PA

CHARGEЕ

SIGNED by Stephen Andrew Webster as)
attorney for Mavis Webster under a power of)
attorney dated 9 October 2013 in the)
presence of:)

.....
Attorney for Mavis Webster

Witness Signature


Witness Name

Address

Occupation

CHARGOR

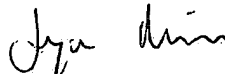
EXECUTED and DELIVERED as a DEED by)
MILLER HOMES LIMITED acting by a)
director in the presence of:)


.....
Director

Witness Signature

Witness Name

Address


JOYCE MORRISON
MILLER HOUSE
2 LOCHSIDE VIEW
EDINBURGH

Occupation

PA

CHARGEЕ

SIGNED by Stephen Andrew Webster as)
attorney for Mavis Webster under a power of)
attorney dated 9 October 2013 in the)
presence of:)

.....
Attorney for Mavis Webster

Witness Signature

Witness Name

Address

Occupation

SCHEDULE 1

The Property

The land at Pitty Close Farm shown edged red and blue on the attached plan being part of the land comprised in a transfer dated ¹ ~~4~~ made between the Chargee (1) and the Chargor (2).

10 September 2020



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 542 9 0368

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th September 2020 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2020 .

Given at Companies House, Edinburgh on 22nd September 2020



Companies House



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