



Registration of a Charge

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X771E7IJ

Received for Electronic Filing: **30/05/2018**

Details of Charge

Date of creation: **30/05/2018**

Charge code: **SC25 5429 0328**

Persons entitled: **MICHAEL JAMES PADDOCK
EDWARD JAMES COSTELLO**

Brief description: **LAND AT WATERLOO ROAD, BIDFORD ON AVON, WARWICKSHIRE**
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: **NAAZIA HUSSEIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0328

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th May 2018 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2018 .

Given at Companies House, Edinburgh on 31st May 2018

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 30th May 2018

- (1) MILLER HOMES LIMITED
- (2) MICHAEL JAMES PADDOCK & EDWARD JAMES COSTELLO

LEGAL CHARGE
Land at Waterloo Road,
Bidford on Avon

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DATE:

30th May

2018

PARTIES:

1. **MILLER HOMES LIMITED** (Company Number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (**Miller**); and
2. **MICHAEL JAMES PADDOCK** of 86B Victoria Road, Bidford on Avon, Warwickshire B50 4AR and **EDWARD JAMES COSTELLO** of 3 Waterloo Crescent, Bidford on Avon, Warwickshire B50 4DP (together, **the Chargee**).

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

all property and assets from time to time charged by or pursuant to this Legal Charge (and references to the Charged Assets shall include any part of them);

Chargee's Solicitor

Higgs & Sons of 3 Waterfront Business Park, Brierley Hill, West Midlands DY5 1LX (Ref: KXJ/540745/1) or such other solicitors as the Chargee may appoint from time to time and whose details are notified to Miller

Contract

the contract for sale of the Property and dated [4th May] 2018 and entered into between (1) the Chargee and (2) Miller;

Deferred Consideration

Together the First Payment and the Second Payment totalling £6,075,960 (six million and seventy five thousand nine hundred and sixty pounds) together with any interest or other payment that may become due thereon pursuant to the Contract;

Dispose or Disposal

includes any sale, transfer, lease, licence, or parting with possession or granting any easement or interest in;

Due Date

the date or dates that the Deferred Consideration is payable by Miller to the Chargee pursuant to the terms of the Contract;

Encumbrance

a fixed mortgage or charge;

Estate

The land shown edged red on the attached at **Appendix 2**;

Event of Default

- (a) Miller fails to pay all or any of the Secured Liabilities following a demand for payment by the Chargee, or the failure by Miller to pay all or any of the Secured Liabilities on the Due Date in accordance with the terms of the Contract;
- (b) The occurrence of any Event of Insolvency;

Event of Insolvency

In respect in all cases of Miller, the appointment of a Receiver or an administrator or a liquidator over its undertaking or assets or a substantial part of them, or the winding up of Miller either compulsorily or voluntarily, or Miller ceasing to exist or being struck off the

register, or Miller being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986

First Payment:

£3,000,000 (three million pounds) due to be paid by Miller to the Chargee on the date referred to in clause 17.2 of the Contract

Green Land:

that part of the Property shown edged green on the Plan

LPA

the Law of Property Act 1925;

Media

all pipes, gutters, drains, sewers, wires, cables and related apparatus to carry Utilities;

Miller's Funder

such bank or other financial institution or private finance as notified to the Chargee by Miller from time to time;

Miller's Solicitors

such solicitor or solicitors that Miller (or any one of them) may nominate from time to time;

Permitted Disposal

Any or all of the following disposals of the Property:

- (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 area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 of the Highways Act 1980; and/or
- (c) the Disposal of any parts 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 a gas governor pumping station or similar infrastructure; and/or
- (d) the grant of an easement

Permitted Encumbrance

- (a) any lien arising by operation of law in the ordinary course of trading over property other than land; or
- (b) a second legal charge in favour of Miller's Funder.

Planning Acts

the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to those acts;

Property

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

Projections

eaves, roofs, gutters, spouts, downpipes, chimneys, foundations and anything similar;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee under this Legal Charge;

Release

a Land Registry form DS1 or (as appropriate) DS3 or such other form as shall be appropriate to release (when dated) the Property or any part of parts of the Property from this Legal Charge;

Second Payment:

£3,075,960 (three million and seventy five thousand nine hundred and sixty pounds) due to be paid by Miller to the Chargee on the date specified in clause 17.3 of the Contract

Secured Liabilities

Miller's obligations to pay all unpaid parts of the Deferred Consideration;

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 the Local Government Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section(s) 38 and/or 278 and/or the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a drainage 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 paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
- 1.2.3 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Legal Charge;
- 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 means a party to this Legal Charge and a reference to the "Chargor", the "Chargee" or a party includes its 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 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**
- Miller 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, Miller hereby, with full title guarantee, charges, and agrees to charge by way of first legal mortgage, the Property together with all buildings and fixtures on the Property at any time which belong to Miller.
- 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 Miller and the Chargee expressly agree otherwise in writing.
4. **RESTRICTIONS AND WORKS AGREEMENT**
- 4.1 Miller 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 other than Permitted Disposals
- 4.2 Miller consents to the Chargee applying to the Land Registry in form RX1 to register the following restriction against the title to the Property:-
- "RESTRICTION**
- No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the charge dated 4 May 2018 in favour of Michael James Paddock and Edward James Costello referred to in the charges register
- 4.3 The Chargee shall within 5 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 Chargee and its successors in title shall indemnify and keep Miller and its estate and effects fully indemnified

against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities whatsoever arising from the breach, non observance or non-performance of the covenants, conditions and restrictions referred to in this Charge

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

5. DISCHARGE

- 5.1 Within 10 Business Days after the receipt by the Chargee of the First Payment the Chargee will give to Miller such form of Release as shall be appropriate to release the Green Land from this Charge

- 5.2 Within 10 Business Days after receipt by the Chargee of the Second Payment and all other sums due under this Legal Charge the Chargee will give to Miller such form of Release as shall be appropriate 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 Land Registry form(s))

- 5.3 The Chargee agrees to execute Releases for Permitted Disposals and agrees to deliver the same within 10 Business Days of receipt of request from Miller provided that any such request shall include the form of Release required to be executed.

- 5.4 The Chargee hereby consents to the creation of such easements which affect and/or burden the Property arising from Permitted Disposals hereby confirms that its consent in this clause also constitutes consent to the grant of such rights for the purposes of the restriction referred to in clause 4.2.

- 5.5 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete of the Property in accordance with its obligations in clause 5.1 to 5.4 (inclusive), the Chargee hereby irrevocably appoints Miller its attorney by way of security to execute the relevant Release.

6. NEGATIVE PLEDGE

Miller 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:

- 6.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; or
- 6.2 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 a Permitted Disposal.

7. REPRESENTATIONS AND WARRANTIES

Miller represents and warrants to the Chargee that:

7.1 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;

7.2 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;

7.3 Obligations binding

This Legal Charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations;

8. ENFORCEMENT OF SECURITY

The security constituted by this Legal Charge shall become enforceable 30 days after the Chargee provides Miller with written notice that an Event of Default 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.

9. APPOINTMENT AND POWERS OF RECEIVER

9.1 At any time after the security constituted by this Legal Charge becomes enforceable, 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. GRANT OF EASEMENTS

On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this Legal Charge, Miller will (at its own cost) on demand enter into such deed of easement as the Chargee requires to grant to the purchaser or other donee the rights that the Property benefits from as set out in the Schedule and such other rights as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development) and Miller 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.

11. 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.

12. ASSIGNMENT AND TRANSFER

The Chargee 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 other party.

13. THIRD PARTY RIGHTS

13.1 Subject to clause 13.2, 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 13.1 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.

13.2 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.

14. NOTICES

- 14.1 Any notice given pursuant to this Legal Charge shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice shall be delivered by hand or by prepaid recorded delivery first class post or fax to:

14.1.1 in the case of Miller, at the address set out below:-

- (a) Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH
- (b) marked for the attention of the Managing Director; and

14.1.2 in the case of the Chargee, care of the Chargee's Solicitors:

or, in relation to any party, such other address for service in the United Kingdom as that party may from time to time notify to the other.

- 14.2 In the absence of evidence of earlier receipt and subject to clause 14.3, a notice served in accordance with clause 14.1 shall be deemed to have been received:

14.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 14.1;

14.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting; and

14.2.3 if delivered by fax, upon receipt of confirmation that the notice has been correctly transmitted.

- 14.3 If deemed receipt under clause 14.2 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

- 14.4 Notice given under this Legal Charge shall not be validly served if sent by e-mail.

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. Miller 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**

This Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

17. **JURISDICTION**

17.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including a dispute relating to the existence, validity or termination of this Legal Charge or any non-contractual obligation arising out of or in connection with this Legal Charge) (a "**Dispute**").

17.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof Miller has duly executed this Legal Charge as a deed and it is delivered on the date first set out above.

SCHEDULE 1

Details of the Property

The land at Waterloo Road, Bidford on Avon as shown edged red on the plan at **Appendix 1** with the benefit of the following rights over the Estate in common with Miller 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, provided that Miller (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised.
2. to enter the Estate to make connections to the Media in the Estate and to install additional Media in the Estate.
3. to the supply of Utilities to and from the Property by means of the Media in the Estate.
4. to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Media.
5. to keep and use Projections incidental to any building erected on the Property which overhang or protrude beneath the Estate.
6. of support and protection afforded by the Estate for any building erected on the Property.
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 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.
 - 7.6 the route of any additional Media to be laid shall first be agreed by Miller or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

EXECUTED as a DEED by)
MILLER HOMES LIMITED)
acting by a Director in the)
presence of two authorised
Signatories :-

Witness Signature:

Authorised Signatory
(Maira Kinniburgh)

Witness Name:

Witness Address:

Authorised Signatory
(Julie Jackson)

EXECUTED as a DEED by)
MICHAEL JAMES PADDOCK)
in the presence of :

Witness Signature:

Witness Name:

Witness Address:

EXECUTED as a DEED by)
EDWARD JAMES COSTELLO)
in the presence of)
:

Witness Signature:

Witness Name:

Witness Address:

Appendix 1
Plan (Property)





Afternoon: Tenure added.
 1. 2nd Revision: 10/11 & type 155/151
 provided to show correct overall dimensions.
 Description

B	07.09.17
A	14.06.17
Rev	Date

miller homes

Miller Homes (Midlands) Ltd.
 2 Centro Place
 Pride Park
 Derby DE24 8RF

Telephone: 0870 336 4400
 Fax: 0870 336 4401
 www.millerhomes.co.uk

Project Title

Land off Waterloo Road
 Bidford on Avon

Drawing

Overall Planning Layout

Scale	Drawn By	Designs Check	Engineer Check
1:1000 (M)	SAL		
Date	01.03.17	Date	Date

Date	Drawing No.	Scale
21.07.17	OPL/WR-B0A/D1	B