



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



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Received for filing in Electronic Format on the: **02/10/2023**

Details of Charge

Date of creation: **29/09/2023**

Charge code: **SC25 5429 0412**

Persons entitled: **PARKERS OF LEICESTER LIMITED**

Brief description: **RESIDENTIAL DEVELOPMENT LAND EAST OF MAIN STREET,
WOODTHORPE, SOUTH LOUGHBOROUGH**

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 SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **SAUDAT CHOWE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0412

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th September 2023 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2023 .

Given at Companies House, Edinburgh on 2nd October 2023

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**

Date 29th September 2023

- (1) MILLER HOMES LIMITED
and
(2) PARKERS OF LEICESTER LIMITED

LEGAL CHARGE

relating to

Residential Development Land

East of Main Street, Woodthorpe, South Loughborough

**Shakespeare Martineau
Solicitors**

TWO COLTON SQUARE
LEICESTER
LE1 1QH

Telephone 0116 254 5454
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REF: JCF/850401.268

We hereby certify that this is a true copy of the
original document.

.....Gowling WLG (UK) LLP
Gowling WLG (UK) LLP

Dated 02.10.23

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THIS LEGAL CHARGE is made the 29th day of September 2023

PARTIES

- (1) **MILLER HOMES LIMITED** (company registration number SC255429) whose registered office is at 2 Lochside View Edinburgh Park Edinburgh EH12 9DH (**Borrower**) and
- (2) **PARKERS OF LEICESTER LIMITED** (company registration number 2138495) whose registered office is at Parker House Leicester Road Market Harborough Leicestershire LE16 7AY (**Lender**)

THIS DEED provides

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Affordable Housing

has the meaning given to that term in Annexure 2 of the National Planning Policy Framework and any guidance amending or replacing the same irrespective of whether the requirement for the same is imposed by or agreed with the local planning authority in connection with a Planning Permission or any related planning agreement;

Contract

means the contract dated 30th June 2023 made between the Lender (1) the Borrower (2) and Parker Strategic Land Limited (3) for the sale and purchase of the Property;

Dwelling

means a house flat or any other structure which is intended for residential use and Dwellings shall be construed accordingly;

Disposal

means any disposition not being a Permitted Disposal;

Insolvency Event

means:

- (a) the entry into an arrangement or composition for the benefit of creditors;
- (b) any distress or execution being levied on any assets;
- (c) any judgment or order made against the Borrower by any court is not complied with within ten working days;
- (d) a mortgagee takes possession of or exercises any power of sale in relation to

the Property;

(e) in relation to an individual (or if more than one individual then any one of them):

(i) the making of a bankruptcy order;

(ii) an application to the court for an interim order or for the appointment of an interim receiver under Part VIII of the Insolvency Act 1986;

(iii) presentation of a bankruptcy petition; or

(iv) the appointment of any person by the court to prepare a report under section 273 of the Insolvency Act 1986;

(f) in relation to a company (or if more than one company then any one of them):

(i) a winding-up petition is presented against or by it or it applies for or is subject to an application for an administration order or an administration order is made or notice of intention to appoint an administrator or notice of appointment of an administrator is given (whether filed at court or served on any party);

(ii) a winding-up resolution or order to wind up the company is passed or it enters into liquidation (other than a members' voluntary winding up for the purpose of reconstruction or amalgamation with a solvent body corporate);

(iii) an administrator a receiver or an administrative receiver or a receiver and manager are appointed or any step is taken with regard to the appointment of the same;

(iv) a provisional liquidator is appointed;

(v) a proposal under section 1 of the Insolvency Act 1986 for a voluntary

arrangement in respect of the body corporate is made;

(vi) an application to the court is made by the directors for a moratorium; or

(vii) an application is made or the company otherwise becomes liable to be or is struck off the register of companies;

(g) any analogous or equivalent proceedings actions or events to those referred to in (a) – (f) (inclusive) above that are instituted or occur in any jurisdiction other than England and Wales;

Interest Rate

means 4% above the base lending rate of National Westminster Bank PLC from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the interest decided on by the Lender acting reasonably;

Market Dwelling

a Dwelling other than a Dwelling required to be delivered as Affordable Housing and "Market Dwellings" shall be construed accordingly;

Outline Permission

means the outline planning permission under reference P/21/0550/2 granted on appeal on 18 November 2022 under non-determination grounds with appeal reference APP/X2410/W/21/3289048;

Permitted Disposal

means each of the following:

(a) a transfer or the grant of a lease at arm's length to a bona fide purchaser of up to 35% of the total number of Market Dwellings permitted by the Reserved Matters Approval comprising either:

(i) Dwellings erected on or in the course of construction upon the Property or any part thereof including the curtilages of such Dwellings and any shared driveways; or

(ii) bare land upon which ten or more

individual Dwellings are intended to be constructed, subject to the purchaser of such land having entered into (or simultaneously entering into) a build contract or development agreement (or similar) for the completion of the construction of the relevant Dwelling(s) which the purchaser intends to rent out to private individual residential occupiers;

- (b) a transfer, lease or dedication of or the grant of easements or rights over any land required for an electricity sub-station, gas governor, transformer, pumping station, balancing pond, other Service Media and ancillary equipment or similar or any other utility works apparatus and structures;
- (c) a transfer, lease, or dedication or the grant of easements or rights pursuant to a requirement in a Planning Permission or a S106 Agreement;
- (d) the transfer, lease, or dedication (which, for the avoidance of doubt, will include the completion of an adoption agreement) or the grant of easements or rights, to a highway authority to comply with highways requirements or in connection with the adoption or dedication of public highway;
- (e) a transfer, lease, or dedication of any land required for general open space landscaping tree belts noise bunds community facilities SuDS or internal roads;
- (f) a transfer or the grant of a lease of any land or Dwellings required or contracted for use as Affordable Housing (once practically complete);
- (g) a transfer or the grant of a lease to a Registered Provider of any Dwellings which are either constructed or partially constructed on the Property (including the curtilages of such Dwellings and any shared driveways);

- (h) any mortgage debenture or any other security over the Property on appropriate commercial terms to a bona fide third party for the purpose of securing financial borrowing;
- (i) the grant of any easements and covenants relating to the disposals set out in the preceding paragraphs of this definition;

Planning Acts

means the Town and Country Planning Act 1990 and all other legislation (whether primary or delegated in nature) for the time being in force relating to the control, design, development, occupation or use of land and buildings;

Principal

means the sum referred to in clause 3.2.2 of the Contract and any interest payable on such sum pursuant to clause 21 of the Contract;

Property

means the property specified in the schedule and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time;

Registered Provider

is as defined in the Housing and Regeneration Act 2008;

Relevant Authority

means as the context requires the relevant body having authority in that matter and includes all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated;

Reserved Matters Approval

means reserved matters approval for the development of the Property pursuant to the Outline Permission;

Security Period

the period commencing on the date of this Charge and ending on the date upon which all sums due to the Lender under this Charge has been paid in full;

Service Media	means the conduits and equipment used for the reception generation passage and/or storage of Utilities;
Statutory Agreement	<p>an agreement, obligation or undertaking to be made pursuant to all or any of the following:</p> <p>Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water Industry Act 1991, Section 33 Local Government (Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a local authority, the local highway authority or any service undertaker;</p>
Transfer	means the transfer of even date between the Lender (1) and the Borrower (2) pursuant to which the Lender transferred the Property to the Borrower;
Utilities	means electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities;
VAT	means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to sums payable by the Borrower are exclusive of VAT.

1.2 Interpretation

- 1.2.1 Wherever the circumstances of its use mean it is suitable, the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns (whether immediate or derivative) and where either party comprises two or more persons include any one or more of those persons.
- 1.2.2 Where any party to this Deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.3 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons are to be interpreted as extending to a corporate body, limited liability partnership or partnership or vice versa.
- 1.2.4 References to any numbered clause without any further description are to be interpreted as a reference to the clause in this Deed so numbered.
- 1.2.5 The clause and schedule headings do not form part of this Deed and are to be ignored in its interpretation.

1.2.6 Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.2.7 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

2 Background

2.1 The Borrower is entitled to be registered at the Land Registry as proprietor with title absolute of the property described in the schedule free from incumbrances.

2.2 The Contract provides for the deferment of a certain payment by the Borrower on condition that the payment is secured in the manner set out in this Deed.

3 Payment of Principal, interest and costs

In consideration of the Lender entering into and completing the Contract the Borrower covenants with the Lender as set out in this clause 3.

3.1 The Borrower must pay the Principal to the Lender free from any legal or equitable right of set-off in accordance with the terms of the Contract provided that (without prejudice to the terms of the Contract) the whole of the balance of the Principal then outstanding is to be immediately due and repayable by the Borrower to the Lender on demand if:

3.1.1 the Principal is not paid within ten working days of becoming due;

3.1.2 any interest or other sum payable under this security is not paid within ten working days of becoming due;

3.1.3 the Borrower is subject to an Insolvency Event.

3.2 The Borrower must pay to the Lender on demand (and on a full and unlimited indemnity basis) all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the enforcement of the security constituted by and the obligations owed under and associated with this Deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, this interest to be payable in the same manner as interest on the Principal.

4 Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this Deed covenanted to be paid or discharged by the Borrower or otherwise secured by this Deed.

5 Borrower's representations and warranties

The Borrower represents and warrants to the Lender as set out in this clause 5.

5.1 The present use of the Property is a permitted use within the provisions of the Planning Acts.

- 5.2 There exists no mortgage over the Property.
- 5.3 The execution of and the observance and performance of the Borrower's obligations under this Deed do not and will not contravene any other mortgage, or loan facility or lease or other agreement relating to the Property and entered into by the Borrower.
- 5.4 At the time of entering into this Deed, the Borrower is not insolvent and knows of no circumstances (in the case of a company or limited liability partnership) that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or (in the case of an individual) to petition for bankruptcy or (in either case) that would entitle a creditor to exercise any rights over or against the assets of the Borrower.
- 5.5 The execution of and the observance of the Borrower's obligations under this Deed do not and will not contravene any of the provisions of its constitution.

6 Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out in this clause 6.

- 6.1 The Borrower must keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition save as may be required otherwise in developing the Property. Additionally:
 - 6.1.1 the Borrower must permit the Lender and the Lender's representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession.
- 6.2 The Borrower must:
 - 6.2.1 make sure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names and against loss or damage due to such risks and with such insurance office or underwriters as a prudent developer undertaking similar activities would do so;
 - 6.2.2 deliver to the Lender the policy of insurance and the receipt for each payment if requested.
- 6.3 The Borrower must make sure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects.
- 6.4 Specifically (and without restricting the extent of obligations of a more general nature contained in this Deed), the Borrower must:
 - 6.4.1 not use the Property for any purpose other than a use or uses permitted within the provisions of the Planning Acts except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to those consents—the Borrower must deliver a copy of any such consent of the relevant planning authority to the Lender;

- 6.4.2 not, without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent), carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts save as contemplated by the Contract and the Transfer;
- 6.4.3 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts, comply with all conditions subject to which the permission is granted;
- 6.4.4 observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.
- 6.5 Specifically (and without restricting the extent of obligations of a more general nature contained in this Deed), if any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property:
 - 6.5.1 the Borrower must promptly produce any such notice, claim, order or proposal to the Lender and allow the Lender to take a copy of it;
 - 6.5.2 the Borrower must, at the Borrower's own expense in all respects, comply with the requirements of any such notice, claim, order or proposal without delay and, in any event, within any time which may be specified for compliance.
- 6.6 The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any Disposal of the Property.
- 6.7 The Borrower must observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.

7 Borrower's further covenants

The Borrower covenants with the Lender as set out in this clause 7.

- 7.1 Upon becoming aware of the occurrence of any of the matters referred to in clause 3.1 the Borrower must promptly give the Lender notice in writing of that occurrence.
- 7.2 To apply immediately to the Land Registrar for the following Form P restriction to be registered against the title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without certificate signed by a conveyancer that the provisions of clause 6.6 of a legal charge dated [29.09.2022] made between (1) Miller Homes Limited, and (2) Parkers of Leicester Limited have been complied with or do not apply to the disposition"

8 Exercise and extension of Lender's statutory powers

- 8.1 The Law of Property Act 1925 Section 103 is not to apply to this security. At any time after the money secured by this Deed has become due and payable, the security is to be immediately enforceable and the Lender's power of sale as amended or varied by this Deed is to be immediately exercisable in respect of the whole or any part of the Property.
- 8.2 The power of sale conferred upon mortgagees by the Law of Property Act 1925 Section 101 is extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.
- 8.3 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100, the Lender is, at any time or times after the date of this Deed (and whether or not the Lender has entered into or is in possession of the Property or has appointed a receiver who is still acting), entitled to grant or vary or reduce any sum payable under (or accept surrenders of) leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender thinks fit. For the purposes of the exercise of these powers, the provisions of the Law of Property Act 1925 Section 99 are deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).
- 8.4 At any time after this security has become enforceable and despite the appointment of any receiver, the Lender may, at the Lender's absolute discretion, exercise any power which a receiver appointed by the Lender could exercise and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 8.5 The powers referred to in or granted or varied or extended by this clause 8 are to be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

9 Lender's powers in respect of furniture and other items

- 9.1 At any time after this security has become enforceable, the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, belongings or other items situate at or in the Property which are legally and beneficially owned by the Borrower, which are not charged under the security created by this Deed.
- 9.2 The Lender is to have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 9.1.
- 9.3 To the extent the Borrower does not comprise an individual or individuals, the Lender has the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals, the Lender must pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand.
- 9.4 To the extent the Borrower comprises an individual or individuals, the provisions of this clause 9 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, belongings or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

10 Lender's express power to appoint a receiver

- 10.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.
- 10.2 The Lender may, at any time and from time to time, by writing under hand remove any receiver so appointed and appoint another in that receiver's place or appoint an additional person as receiver.
- 10.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.
- 10.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise are to apply.
- 10.5 Where more than one receiver is appointed, they are to have the power to act severally.
- 10.6 Any receiver appointed under this clause 10 is to be the agent of the Borrower for all purposes and the Borrower is to be solely responsible for that receiver's acts or defaults and remuneration.
- 10.7 Any receiver appointed under this clause 10 is to have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed are to prevail.
- 10.8 In addition to the powers referred to in clause 10.7, any receiver appointed under this clause 10 is to have power at that receiver's discretion, to such extent and upon such terms as the receiver may in their absolute discretion think fit and (despite the administration, liquidation, striking off from the register or, as appropriate, bankruptcy, death or mental incapacity of the Borrower) to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver is to have the power:
 - 10.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
 - 10.8.2 to manage or carry on or concur in carrying on any business of the Borrower in respect of the Property only;
 - 10.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
 - 10.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with, all or any part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;

- 10.8.5 to seize and sever all or any fixtures at or in the Property other than (to the extent the Borrower comprises an individual or individuals) trade machinery as defined by the Bills of Sale Act 1878 and sell them separately from the Property or its site;
 - 10.8.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes of whatever kind which may arise in connection with any business of the Borrower in respect of the Property or in any way relating to this security;
 - 10.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings of whatever kind (whether civil or criminal) which may arise in connection with any business of the Borrower in respect of the Property or in any way relating to this security;
 - 10.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower that relate to the Property and to allow time for payment of any debts either with or without security;
 - 10.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
 - 10.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights in relation to the Property;
 - 10.8.11 to appoint, employ and dismiss managers, officers, contractors and agents in relation to the Property; and
 - 10.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as the receiver may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as the receiver may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 10.9 All money received by any receiver is to be applied by that receiver in the following order:
- 10.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of the receiver's powers and of all outgoings paid by the receiver (including preferential debts);
 - 10.9.2 in payment to the receiver of such remuneration as may be agreed between the receiver and the Lender at, or at any time and from time to time after, the receiver's appointment;
 - 10.9.3 in or towards satisfaction of the amount owing on this security,
- with the surplus (if any) being paid to the Borrower or other persons entitled to it.

11 Release and Statutory Agreements

Release

- 11.1 The Lender shall, at the request and reasonable and proper cost of the Borrower, duly discharge from the security constituted by this Charge any part of the Property subject to a Permitted Disposal comprising a freehold transfer and shall within 5 Working Days of such request provide a properly executed Land Registry Form DS3 (save to the extent that the Borrower's solicitors are holding a properly executed but previously unused Form DS3 suitable for the purpose) and on further request promptly provide any other documentation necessary to be provided by the Lender to give effect to such discharge.
- 11.2 The Lender shall, at the request and reasonable and proper cost of the Borrower, within 10 Working Days of such request provide a letter of consent in such form as may reasonably be required by the Borrower to consent to the grant and registration of a Permitted Disposal not comprising a freehold transfer.
- 11.3 On the expiry of the Security Period, the Lender shall, at the request of the Borrower, provide a properly executed Land Registry Form DS1 and on further request promptly provide any other documentation necessary to be provided by the Lender to release the Property from the security constituted by this Charge.

Statutory Agreements

- 11.4 The Lender covenants with the Borrower that if requested by the Borrower it will as soon as reasonably possible upon receipt of a written request and upon payment of its reasonable and proper legal fees (but otherwise without fine or premium) enter into any Statutory Agreement in relation to the Property, in its capacity as Lender only in order to consent to and acknowledge the terms thereof.

12 General

- 12.1 The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) is not to apply to this security.
- 12.2 No person dealing with the Lender or any receiver appointed by the Lender is to be concerned, bound or entitled to inquire or be affected by notice as to any of the following matters:
 - 12.2.1 whether the security created by this Deed has become enforceable;
 - 12.2.2 whether any power exercised or purported to be exercised under the security created by this Deed has arisen or become exercisable;
 - 12.2.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
 - 12.2.4 whether any money remains due under the security created by this Deed; or
 - 12.2.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Lender or any receiver for any money is to effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.

- 12.3 The Lender may at any time or times without discharging or diminishing or in any way affecting the security created by this Deed or any right or remedy of the Lender under the security created by this Deed grant to the Borrower (or to any other person) time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or (either in whole or in part) release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which the Lender may now or subsequently have from or against the Borrower or any other person.
- 12.4 A demand or notice by the Lender under the security created by this Deed must be in writing and is to be deemed to be properly served on the Borrower if served personally on:
- 12.4.1 the Borrower if an individual; or
- 12.4.2 any one of the directors or the secretary of the Borrower if a company; or
- 12.4.3 any member of the Borrower if a limited liability partnership,
- or by first class letter post addressed to the Borrower at or by delivery to the Borrower's usual or last known place of abode or business or (as appropriate) its registered office or at any of its principal places of business. If the expression 'the Borrower' includes more than one person or body, service on any one person or body is to be deemed to constitute service upon all those comprising the Borrower.
- 12.5 For the purposes of clause 12.4 service is to be deemed to take place (despite the death or dissolution of the Borrower or any of those comprising the Borrower):
- 12.5.1 at 10:00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post irrespective, of the time or date of actual delivery or of lack of delivery;
- 12.5.2 when left at the property concerned, if delivered.
- 12.6 The methods of service described in clause 12.4 are in addition to (and do not restrict the availability or validity of) any other method of service prescribed or permitted by law and in particular (but without limitation to) the provisions of the Law of Property Act 1925 Section 196.
- 12.7 If any term of this Deed is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part is to that extent to be deemed not to form part of this Deed and the enforceability of the remainder of this Deed is not to be affected.
- 12.8 If this Deed is executed by or on behalf of more than one person or body and any one or more of those concerned is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties are to continue to be so bound as if those who are not bound had not been parties to the security.
- 12.9 This Deed is not to operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.10 This Deed and the security created by it is to be governed by and interpreted in accordance with English law.

- 12.11 It is agreed by the parties for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed or the security created by it but this does not restrict the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor is the taking of proceedings in one or more jurisdictions to preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

EXECUTED AS A DEED by the parties on the date and year first before written

THE SCHEDULE
THE PROPERTY

The freehold property known as land lying to the east of Main Street, Woodthorpe, Loughborough, Leicestershire shown edged red on the annexed plan being part of the property registered at HM Land Registry under title number LT393704

PROPERTY PLAN

Executed as a deed by MILLER
HOMES LIMITED acting by a
director in the presence of:

Witness signature

.....
Director

Witness name

Witness Address

Witness occupation

Executed as a deed by
PARKERS OF LEICESTER
LIMITED acting by a director in
the presence of:

Witness signature

Director

Witness name

Witness Address

Witness occupation