



**Registration of a Charge**

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



XAZF6L4Z

Received for filing in Electronic Format on the: **09/03/2022**

**Details of Charge**

Date of creation: **03/03/2022**

Charge code: **SC25 5429 0400**

Persons entitled: **TIVIOT WAY INVESTMENTS LIMITED**

Brief description: **PART OF LAND AT LITTLE MALTBY FARM, MALTBY (KNOWN AS INGLEBY MANOR, INGLEBY BARWICK, STOCKTON) SHOWN EDGED RED ON THE PLAN ATTACHED TO THIS INSTRUMENT**

**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 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: **MERIEL O'LOUGHLIN**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 255429

Charge code: SC25 5429 0400

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd March 2022 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2022 .

Given at Companies House, Edinburgh on 10th March 2022

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

3rd march.

2022

(1) TIVOT WAY INVESTMENTS LIMITED

(2) MILLER HOMES LIMITED

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**LEGAL CHARGE**

relating to

**Land at Little Maltby Farm, Maltby  
(Known as Ingleby Manor, Ingleby Barwick, Stockton)**

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 **SHAKESPEAREMARTINEAU**

Ref: 946323.2

THIS AGREEMENT is made on

3rd march

2022

## PARTIES

- (1) **TIVIOT WAY INVESTMENTS LIMITED** (company number 61392) whose registered office is at  
GWSG ~~Richmond House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ (Seller)~~  
Connaught
- (2) **MILLER HOMES LIMITED** of Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH incorporated in Scotland with company registration number SC255429 (**Buyer**)

## 1. DEFINITIONS

In this deed the following definitions apply:

**1925 Act:** Law of Property Act 1925;

**Affordable Housing:** means affordable housing as the phrase is defined in the National Planning Policy Framework and any guidance amending or replacing it (and includes for the avoidance of doubt land upon which it is intended to construct affordable housing) and low cost or subsidised dwellings (irrespective of tenure ownership the course of subsidy or other financial arrangements) including Starter Homes (which shall have the meaning set out in s2(1) of the Housing and Planning Act 2016 (as amended from time to time)) that will be available to people who cannot afford to purchase or rent houses generally available on the open market including dwellings subject to restrictions controlling occupiers price or tenure and dwellings required to be transferred to or to be managed by a registered provider of affordable housing, a local authority, a registered social landlord, a housing association, a charity or similar body and/or as otherwise defined in a Statutory Agreement;

**Agreement for Sale:** an agreement for sale dated 20 September 2021 made between (1) the Seller and (2) the Buyer and any related supplemental deeds;

**Charged Property:** the part of the Property shown edged red on the Plan attached;

**Competent Authority:** any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body or management company;

**Costs:** all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Seller (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:

- (a) the protection, preservation, realisation and enforcement of this security;
- (b) the obligations owed to the Seller under this deed;
- (c) the collection or recovery of any money owing under this deed;
- (d) the taking of legal proceedings in respect of any of the above.

**Deferred Payment:** has the same meaning as defined in the Agreement for Sale;

**Deferred Payment Date:** means the date which is twelve months after the date of this Deed;

**Disposal:** any Disposition;

**Disposition:** has the meaning given to the term by section 205(1) of the 1925 Act (save that for the avoidance of doubt the term 'conveyance' given by section 205(1) of the 1925 Act shall include a transfer) and also includes any disposition as set out in section 27 of the Land Registration Act 2002;

**Event of Default:** means the Buyer will be in default if it has not remedied in all material respects:

- (a) a breach of its obligation to pay the Deferred Payment to the Seller pursuant to the Agreement for Sale within 5 Working Days of receiving notification from the Seller that the due has arisen having regard to the provisions of clause 28 of the Agreement for Sale;
- (b) a substantial breach of its obligations in this deed after the expiry of notice from the Seller allowing a reasonable time in which to remedy such breach;

**Event of Insolvency:** means the Buyer:

- (a) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);
- (b) is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986;
- (c) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
- (d) makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (e) has an administrator appointed or an order is made for the appointment of an administrator in relation to it; or
- (f) is removed from the Register of Companies;

**Interest:** interest at the rate of 4% per annum accruing on a daily basis and compounded quarterly and payable both before and after any demand or judgment;

**Permitted Disposal:** any of the following:

- (a) any Disposal, dedication or adoption of any part of the Charged Property to a Competent Authority (or the local authority as the owner of neighbouring land) in order

to provide water, gas, electricity, communication services or foul or surface water disposal facilities or any other services to or from the Property and/or the granting of easements to such Competent Authority or any owner of neighbouring land for any of the aforesaid purposes;

- (b) any Disposal or dedication or adoption of highway or roads, footpaths, cycleways (together with ancillary area and rights) or of public open space or amenity land or common parts or similar pursuant to a Statutory Agreement to a Competent Authority;
- (c) any Disposal to a registered provider, registered social landlord or housing association or otherwise a provider of Affordable Housing of completed and constructed dwellings (or at golden brick level or otherwise pursuant to an agreement to sell such dwellings which contains obligations to construct the dwellings);
- (d) the Disposal of any part of the Charged Property intended for use as an electricity substation, transformer chamber, gas governor, pumping station or any other infrastructure;
- (e) the grant of easements over any part of the Property as part of the development of the Property; and/or
- (f) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement;

62526 (g) the creation and/or grant of a floating charge over and/or including the property or any part of it  
Plan: the plan annexed to this deed;

**Property:** the property known as land at Little Maltby Farm, Maltby (known as Ingleby Manor, Ingleby Barwick, Stockton) being the land comprised in the Agreement for Sale and being part of the freehold land registered at HM Land Registry with title absolute under title number CE1395;

**Receiver:** the receiver appointed in accordance with clause 6 which expression where the context so admits includes the plural and any substituted receiver and manager or receivers and managers;

**Remaining Property:** the Property other than the Charged Property;

**Secured Amounts:** means:

- (a) the Deferred Payment; and
- (b) calculated in accordance with clause 28.8 of the Agreement for Sale, Interest on the Deferred Payment; and
- (c) calculated in accordance with clause 28.9 of the Agreement for Sale any late payment interest properly due under clause 28.9 of the Agreement for Sale

(and 'Secured Amount' shall be construed accordingly);

**Statutory 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 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, sections 38 or 278 of the Highways Act 1980 or section 104 of the Water Industry Act 1991 or any provision to a similar intent;
- (b) an agreement with a water undertaker or 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 the local flood authority or other appropriate authority or any owner of neighbouring land as to water supply or drainage surface and/or foul water from the Property);
- (c) an agreement, obligation, undertaking, transfer, lease, licence or any other form of documentation with any Competent Authority relating to other services;
- (d) a planning obligation whether entered into by agreement or otherwise in respect of and affecting the Site (whether or not also affecting other properties) pursuant to section 106 of the Planning Act;

**Statutory Requirements:** the requirements of any Act of Parliament or any regulation or byelaw of any Competent Authority or government department or any other body exercising powers under statute or by Royal Charter;

**Working Day:** means any day other than Saturday, Sunday and any Bank or Public Holiday.

## **2. INTERPRETATION**

- 2.1 The expressions 'Seller' and 'Buyer' include their respective successors in title.
- 2.2 Where any party comprises more than one person their obligations under this deed can be enforced against them all jointly or against each of them individually.
- 2.3 Any obligation of a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.4 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.5 Clause headings are for reference only and do not affect the construction of this deed.
- 2.6 Any reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in this deed.

- 2.7 Where the words 'includes', 'including' or 'in particular' are used in this deed they are deemed to have the words 'without limitation' following them.

**3. CHARGE**

- 3.1 The Buyer with full title guarantee charges the Charged Property by way of legal mortgage as a continuing security for the payment or discharge of the Secured Amounts PROVIDED THAT this Charge shall not preclude the Buyer from entering into any Permitted Disposal and it is acknowledged and agreed that Permitted Disposals shall be permitted by this Charge.
- 3.2 The Seller must if requested to do so by the Buyer promptly (and in any event within 10 Working Days of any request by the Buyer) provide consent in writing to any Permitted Disposal if required to comply with the restriction to be registered against the title to the Charged Property pursuant to clause 4 and where required supply and release to the Buyer a properly executed HM Land Registry Forms DS3 and/or RX4 (as required) together with a HM Land Registry consent (if required) in respect of any such Permitted Disposal and the Seller shall promptly (and in any event within 5 Working Days of any request) comply with any HM Land Registry requisitions relating to such HM Land Registry Forms to enable the registration of such Permitted Disposals at HM Land Registry.
- 3.3 Subject to clause 28.10 of the Agreement for Sale, the legal charge created by this deed shall remain in full force and effect as a continuing security unless and until the Seller discharges it and shall extend to cover the ultimate balance of the Deferred Payment due from the Buyer to the Seller.
- 3.4 On the payment of all Secured Amounts to the Seller by the Buyer (or upon the payment of the sums specified in clause 28.10.13.2 and 28.10.13.3 of the Agreement for Sale) the Seller shall at the request of the Buyer take whatever reasonable action is necessary to completely release the Charged Property from the Charge including promptly (and in any event within 5 Working Days of making such payment) executing and delivering to the Buyer a duly executed HM Land Registry Form DS1 and/ or HM Land Registry Form DS3 (as applicable) together with (in either case) a duly executed HM Land Registry Form RX4 to remove any associated restrictions from the title to the Property.
- 3.5 The Buyer must pay all proper and reasonable legal and other costs, charges, fees and expenses reasonably and properly incurred by the Seller arising out of the operation of this clause 3.
- 3.6 The Seller, by way of security, irrevocably appoints the Buyer as its attorney and in the name of and on behalf of the Seller and as the act and deed of each Seller or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement form instrument or act or other document or HM Land Registry form which may be required to be given to the Buyer by the Seller in accordance with this Clause 3 where it fails to execute deliver and release the same to the Buyer within 10 Working Days of being required to do so in accordance with clause 3 and of being requested in writing (which in this context may include an email addressed to the Seller's solicitor) to do so and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Seller ratifies and confirms and agrees to ratify and confirm whatever attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Clause.



#### 4. BUYER'S COVENANTS

The Buyer covenants with the Seller:

##### 4.1 Secured amounts

To pay and discharge the Secured Amounts as and when they fall due under the Agreement for Sale.

##### 4.2 Disposals and Restriction

4.2.1 Not to make any Disposal of the Charged Property other than a Permitted Disposal.

4.2.2 To apply for entry of the following restriction against the Buyer's title to the Charged Property at HM Land Registry:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a written consent signed by proprietors for the time being of Legal Charge dated 3<sup>rd</sup> March 2022 in favour of Tiviot Way Investments Limited referred to in the charges register or its conveyancer"*

SWB

##### 4.3 Leases

Not to exercise any of the powers conferred on the Buyer by section 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence, right or interest to occupy the whole or any part of the Charged Property otherwise than as permitted in accordance with the terms of this Deed.

##### 4.4 Incumbrances

Not to create nor permit any incumbrance or further mortgage or charge upon the Charged Property (other than in respect of a Permitted Disposal) without the previous written consent of the Seller and for the avoidance of doubt the Seller's written consent is not required for a Permitted Disposal.

SWB

##### 4.5 Statutory requirements

To comply with all Statutory Requirements for the time being in force applicable to the Charged Property.

##### 4.6 Restrictive covenants

To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Charged Property.

SWB (\*) Property or any part of it and the Seller's consent is not required to the same.

**5. SELLER'S COVENANTS**

- 5.1 The Seller shall at the written request of the Buyer (and at the Buyer's reasonable cost and without any financial liability on the part of the Seller) enter into any Statutory Agreements which may be required in connection with the development of the Charged Property provided that either (a) the relevant Statutory requirement provides that the Seller is not liable to perform any covenants contained in any Statutory Agreement to the extent they relate to the Charged Property unless and until it takes possession of the Charged Property unless otherwise specified and/ or agreed pursuant to the Agreement for Sale or (b) the Buyer otherwise indemnifies the Seller in relation to all such liability.

**6. DEFAULT**

- 6.1 Section 103 of the 1925 Act does not apply to this deed and the statutory powers of sale and appointing a receiver under sections 101 and 109 of the 1925 Act (as varied and extended under this deed) will arise on the execution of this deed.

- 6.2 The Secured Amounts will become immediately payable upon:

6.2.1 the happening of an Event of Default; or

6.2.2 the happening of an Event of Insolvency

and at any time thereafter the Seller may in addition to any other remedies available:

6.2.3 exercise all the statutory powers conferred on mortgagees by the 1925 Act free from the restriction imposed by section 103 of the 1925 Act; and

6.2.4 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Charged Property and for the Receiver to exercise the powers set out in clause 7.

- 6.3 If the Seller enforces the security constituted by this deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Seller (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Seller may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

6.3.1 paying all reasonable and proper Costs incurred and payments made by the Seller (or the Receiver) in the course of such enforcement;

6.3.2 paying remuneration to the Receiver as and when the same becomes due and payable; and

6.3.3 paying the Secured Amounts as and when the same become due and payable.

- 6.4 In the event that the Seller exercises their statutory power of sale pursuant to this clause 6, the Buyer grants to the Seller and all persons deriving title under them for the benefit of the Charged Property:

the right to lay new Service Media in the estate roads situated within the Charged Property and or the Remaining Property and the right to connect into and thereafter use the service media now constructed or at any time to be constructed on through or under the Charged Property and or the Remaining Property by the Buyer or their successor in title the Seller causing as little damage as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Buyer (acting reasonably), Provided that the Buyer may (with the approval of the Seller (not to be unreasonably withheld or delayed) vary the route of such service media (provided that in varying the route there is no interruption to the running and passage of the services and further provided that such alternative route is no less commodious and of no lesser specification or standard) and in such circumstances the right of passage and running shall apply to the service media as varied and the exercise of the rights shall not be materially and unreasonably prejudiced by such variation).

- 6.5 In the event that the Seller exercises their statutory power of sale pursuant to this clause 6, the Seller grants the following rights to the Buyer for the benefit of the Remaining Property and all persons deriving title under them for the benefit of the Remaining Property over the Charged Property:

6.5.1 the right to lay new service media in the estate roads situated within the Charged Property and the right to connect into the service media now constructed or at any time to be constructed on through or under the Charged Property and to connect to any road to be laid on the Charged Property the Buyer causing as little damage to the Charged Property as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Seller (acting reasonably);

6.5.2 the right to lateral and subjacent support and protection for the Remaining Property from the Charged Property;

6.5.3 the right to the free passage and running of services in and through the service media now constructed or at any time to be constructed on through or under the Charged Property;

6.5.4 the right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Charged Property as is reasonably necessary for the purpose of:

6.5.4.1 exercising its right aforementioned and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media;

6.5.4.2 constructing a road on the Charged Property (in the position of the estate roads or otherwise in a position to be approved by the Seller (acting reasonably)) and to connect the same to the estate roads on the Remaining Property

- 6.5.5 The right for the benefit of the Remaining Property, the Buyer and the successors in title (and in connection the development of the same) to pass and repass at all times and for all purposes to and from the Remaining Property over the estate roads such passage and re-passage to be with or without motor and other vehicles (and in the case of footpaths on foot only);
- 6.5.6 Until the estate roads are constructed the right to pass and repass at all times and for all purposes to and from the Remaining Property over the unbuilt upon parts of the Charged Property to obtain access to the public adopted highway and to enter on to such parts of the Charged Property with or without workmen plant and machinery as is necessary to construct and complete such estate roads (and any service media under them) as are necessary between the Remaining Property and the public adopted highway the Buyer causing as little damage to the Charged Property as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Seller (acting reasonably).

and the parties agree to enter into a mutual deed of easement to give effect to the rights and reservations benefitting the Charged Property and the Remaining Property in this clause 6 (acting reasonably and without delay).

## **7. RECEIVER**

- 7.1 At any time after this security becomes enforceable, or at the request of the Buyer, the Seller may by writing, under hand, appoint any person or persons to be a Receiver of all or any part of the Charged Property.
- 7.2 The Seller may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.
- 7.3 The Seller 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.
- 7.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply.
- 7.5 Where more than one Receiver is appointed they will have the power to act severally.
- 7.6 Any Receiver so appointed will be the agent of the Buyer for all purposes and the Buyer will be solely responsible for his acts or defaults and for his remuneration.
- 7.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in section 103 of that Act) 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 will prevail.
- 7.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding any Event of Insolvency in relation to the Buyer, to do or omit to do anything which the Buyer could do or omit to do in relation to all or

any part of the Charged Property. In particular (but without limitation) any such Receiver will have the power:

## 7.9

- 7.9.1 to take possession of, collect and get in all or any part of the Charged Property and for that purpose to bring any proceedings in the name of the Buyer or otherwise;
- 7.9.2 to manage or carry on or concur in carrying on any business of the Buyer relating to the Charged Property;
- 7.9.3 to raise or borrow money (whether from the Seller or otherwise) against the Charged Property to rank for payment in priority to this security and with or without a charge on all or any part of the Charged Property;
- 7.9.4 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 sections 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Charged Property or of rights associated with all or any part of the Charged Property or to concur in so doing whether in the name or on behalf of the Buyer or otherwise;
- 7.9.5 to seize and sever all or any fixtures at or in the Charged Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Charged Property or its site;
- 7.9.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charged Property or in any way relating to this security;
- 7.9.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 7.9.6;
- 7.9.8 to disclaim, abandon or disregard all or any outstanding contracts of the Buyer relating to the Charged Property and to allow time for payment of any debts relating to such contracts either with or without security;
- 7.9.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or re-construct or replace all or any part of the Charged Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 7.9.10 to acquire by purchase, lease or otherwise any further property assets or rights relating to the Charged Property;
- 7.9.11 in relation to the Charged Property, to appoint, employ and dismiss managers, officers, contractors and agents;

- 7.9.12 to elect to waive exemption under the Value Added Tax Act 1994, Schedule 10 paragraph 2(1) on behalf of the Buyer in respect of the Charged Property;
  - 7.9.13 to do (whether in the name of the Buyer or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Charged Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.
- 7.10 All money received by any Receiver must be applied by him:
- 7.10.1 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 his powers and of all outgoings paid by him (including preferential debts);
  - 7.10.2 in payment to the Receiver of such remuneration as may be agreed between him and the Seller at, or at any time and from time to time after, his appointment;
  - 7.10.3 in or towards satisfaction of the Secured Amounts

and the surplus (if any) must be paid to the Buyer or other persons entitled to it.

## **8. PROTECTION OF THIRD PARTIES**

No person dealing with the Seller or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:

- 8.1 whether this security has become enforceable;
- 8.2 whether any power exercised or purported to be exercised under this deed has arisen or become exercisable;
- 8.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 8.4 whether any money remains due under the security; or
- 8.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Seller or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **9. VAT**

All sums payable under this deed are exclusive of VAT. Accordingly the Buyer will, if applicable in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise

pursuant to this deed and subject to the Seller providing to the Buyer a valid VAT invoice addressed to the Buyer and any additional information required by the Buyer.

**10. MISCELLANEOUS**

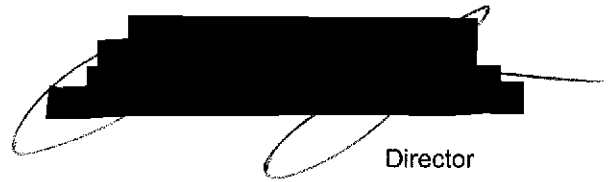
10.1 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this deed.

10.2 The Seller may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Seller under this mortgage grant to the Buyer, 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 he may now or subsequently have from or against the Buyer or any other person.

10.3 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Executed as a deed by the parties on the date first set out at the beginning of this deed.

Signed as a Deed by **MILLER HOMES LIMITED** acting by a director in the presence of a witness:

  
Director

Witness's signature ..... 

Witness's name .....   
(BLOCK CAPITALS):

Witness's address ..... 

..... 

..... 

Occupation ..... 



Signed as a Deed by **TIVIOT WAY INVESTMENTS LIMITED** acting by a director in the presence of:

.....  
Director's signature

.....  
Director's name  
(BLOCK CAPITALS):

Witness's signature .....

Witness's name .....  
(BLOCK CAPITALS):

Witness's address .....

.....

.....



Key:

- Trench 1 - 129 plots
- (87 private, 29 affordable, 13 DMV)
- Trench 2 - 83 plots



Drawn: [redacted] Date: [redacted]

**miller homes**  
Miller Homes Limited - Teesside Region  
Central Building  
85-87 South Street  
Aycliffe Business Park  
Newton Aycliffe, DL5 6BH  
Telephone 0870 335 4750  
www.millerhomes.co.uk

Project Title  
Welwyn Road,  
Ingleby Barwick

Document Title  
Legal Charge Plan

Drawn By	Checked By	Authorised By
1:1250 AW	NM	
Date	Date	Date
24.02.22	24.02.22	24.02.22
Job No.	Contract No.	Revision
SOT34	LCP	
Original Issue Date: 11		

DATE 3rd March 2022

**(1) TIVIOT WAY INVESTMENTS LIMITED**

**(2) MILLER HOMES LIMITED**

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**LEGAL CHARGE**

relating to

**Land at Little Maltby Farm, Maltby  
(Known as Ingleby Manor, Ingleby Barwick, Stockton)**

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 **SHAKESPEAREMARTINEAU**

Ref: 946323.2

3rd March

THIS AGREEMENT is made on

2022

DocuSigned by:

**PARTIES**

CC82D6BB51DD48C...

DocuSigned by:

(1)

**TIVIOT WAY INVESTMENTS LIMITED** (company number 61392) whose registered office is at  
 Cannaught House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1GZ (**Seller**)

D39670059BA7429...

- (2) **MILLER HOMES LIMITED** of Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH incorporated in Scotland with company registration number SC255429 (**Buyer**)

## 1. DEFINITIONS

In this deed the following definitions apply:

**1925 Act:** Law of Property Act 1925;

**Affordable Housing:** means affordable housing as the phrase is defined in the National Planning Policy Framework and any guidance amending or replacing it (and includes for the avoidance of doubt land upon which it is intended to construct affordable housing) and low cost or subsidised dwellings (irrespective of tenure ownership the course of subsidy or other financial arrangements) including Starter Homes (which shall have the meaning set out in s2(1) of the Housing and Planning Act 2016 (as amended from time to time)) that will be available to people who cannot afford to purchase or rent houses generally available on the open market including dwellings subject to restrictions controlling occupiers price or tenure and dwellings required to be transferred to or to be managed by a registered provider of affordable housing, a local authority, a registered social landlord, a housing association, a charity or similar body and/or as otherwise defined in a Statutory Agreement;

**Agreement for Sale:** an agreement for sale dated 20 September 2021 made between (1) the Seller and (2) the Buyer and any related supplemental deeds;

**Charged Property:** the part of the Property shown edged red on the Plan attached;

**Competent Authority:** any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body or management company;

**Costs:** all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Seller (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:

- (a) the protection, preservation, realisation and enforcement of this security;
- (b) the obligations owed to the Seller under this deed;
- (c) the collection or recovery of any money owing under this deed;
- (d) the taking of legal proceedings in respect of any of the above.

**Deferred Payment:** has the same meaning as defined in the Agreement for Sale;

**Deferred Payment Date:** means the date which is twelve months after the date of this Deed;

**Disposal:** any Disposition;

**Disposition:** has the meaning given to the term by section 205(1) of the 1925 Act (save that for the avoidance of doubt the term 'conveyance' given by section 205(1) of the 1925 Act shall include a transfer) and also includes any disposition as set out in section 27 of the Land Registration Act 2002;

**Event of Default:** means the Buyer will be in default if it has not remedied in all material respects:

- (a) a breach of its obligation to pay the Deferred Payment to the Seller pursuant to the Agreement for Sale within 5 Working Days of receiving notification from the Seller that the due has arisen having regard to the provisions of clause 28 of the Agreement for Sale;
- (b) a substantial breach of its obligations in this deed after the expiry of notice from the Seller allowing a reasonable time in which to remedy such breach;

**Event of Insolvency:** means the Buyer:

- (a) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);
- (b) is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986;
- (c) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
- (d) makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (e) has an administrator appointed or an order is made for the appointment of an administrator in relation to it; or
- (f) is removed from the Register of Companies;

**Interest:** interest at the rate of 4% per annum accruing on a daily basis and compounded quarterly and payable both before and after any demand or judgment;

**Permitted Disposal:** any of the following:

- (a) any Disposal, dedication or adoption of any part of the Charged Property to a Competent Authority (or the local authority as the owner of neighbouring land) in order

to provide water, gas, electricity, communication services or foul or surface water disposal facilities or any other services to or from the Property and/or the granting of easements to such Competent Authority or any owner of neighbouring land for any of the aforesaid purposes;

- (b) any Disposal or dedication or adoption of highway or roads, footpaths, cycleways (together with ancillary area and rights) or of public open space or amenity land or common parts or similar pursuant to a Statutory Agreement to a Competent Authority;
- (c) any Disposal to a registered provider, registered social landlord or housing association or otherwise a provider of Affordable Housing of completed and constructed dwellings (or at golden brick level or otherwise pursuant to an agreement to sell such dwellings which contains obligations to construct the dwellings);
- (d) the Disposal of any part of the Charged Property intended for use as an electricity substation, transformer chamber, gas governor, pumping station or any other infrastructure;
- (e) the grant of easements over any part of the Property as part of the development of the Property; and/or

(f) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement;

(g) the creation and/ or grant of a floating charge over and/ or including the Property or any part of it;  
**Plan:** the plan annexed to this deed;

**Property:** the property known as land at Little Maltby Farm, Maltby (known as Ingleby Manor, Ingleby Barwick, Stockton) being the land comprised in the Agreement for Sale and being part of the freehold land registered at HM Land Registry with title absolute under title number CE1395;

**Receiver:** the receiver appointed in accordance with clause 6 which expression where the context so admits includes the plural and any substituted receiver and manager or receivers and managers;

**Remaining Property:** the Property other than the Charged Property;

**Secured Amounts:** means:

- (a) the Deferred Payment; and
- (b) calculated in accordance with clause 28.8 of the Agreement for Sale, Interest on the Deferred Payment; and
- (c) calculated in accordance with clause 28.9 of the Agreement for Sale any late payment interest properly due under clause 28.9 of the Agreement for Sale

(and '**Secured Amount**' shall be construed accordingly);

**Statutory 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 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, sections 38 or 278 of the Highways Act 1980 or section 104 of the Water Industry Act 1991 or any provision to a similar intent;
- (b) an agreement with a water undertaker or 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 the local flood authority or other appropriate authority or any owner of neighbouring land as to water supply or drainage surface and/or foul water from the Property);
- (c) an agreement, obligation, undertaking, transfer, lease, licence or any other form of documentation with any Competent Authority relating to other services;
- (d) a planning obligation whether entered into by agreement or otherwise in respect of and affecting the Site (whether or not also affecting other properties) pursuant to section 106 of the Planning Act;

**Statutory Requirements:** the requirements of any Act of Parliament or any regulation or byelaw of any Competent Authority or government department or any other body exercising powers under statute or by Royal Charter;

**Working Day:** means any day other than Saturday, Sunday and any Bank or Public Holiday.

## 2. INTERPRETATION

- 2.1 The expressions 'Seller' and 'Buyer' include their respective successors in title.
- 2.2 Where any party comprises more than one person their obligations under this deed can be enforced against them all jointly or against each of them individually.
- 2.3 Any obligation of a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.4 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.5 Clause headings are for reference only and do not affect the construction of this deed.
- 2.6 Any reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in this deed.

- 2.7 Where the words 'includes', 'including' or 'in particular' are used in this deed they are deemed to have the words 'without limitation' following them.

### 3. CHARGE

- 3.1 The Buyer with full title guarantee charges the Charged Property by way of legal mortgage as a continuing security for the payment or discharge of the Secured Amounts PROVIDED THAT this Charge shall not preclude the Buyer from entering into any Permitted Disposal and it is acknowledged and agreed that Permitted Disposals shall be permitted by this Charge.
- 3.2 The Seller must if requested to do so by the Buyer promptly (and in any event within 10 Working Days of any request by the Buyer) provide consent in writing to any Permitted Disposal if required to comply with the restriction to be registered against the title to the Charged Property pursuant to clause 4 and where required supply and release to the Buyer a properly executed HM Land Registry Forms DS3 and/or RX4 (as required) together with a HM Land Registry consent (if required) in respect of any such Permitted Disposal and the Seller shall promptly (and in any event within 5 Working Days of any request) comply with any HM Land Registry requisitions relating to such HM Land Registry Forms to enable the registration of such Permitted Disposals at HM Land Registry.
- 3.3 Subject to clause 28.10 of the Agreement for Sale, the legal charge created by this deed shall remain in full force and effect as a continuing security unless and until the Seller discharges it and shall extend to cover the ultimate balance of the Deferred Payment due from the Buyer to the Seller.
- 3.4 On the payment of all Secured Amounts to the Seller by the Buyer (or upon the payment of the sums specified in clause 28.10.13.2 and 28.10.13.3 of the Agreement for Sale) the Seller shall at the request of the Buyer take whatever reasonable action is necessary to completely release the Charged Property from the Charge including promptly (and in any event within 5 Working Days of making such payment) executing and delivering to the Buyer a duly executed HM Land Registry Form DS1 and/ or HM Land Registry Form DS3 (as applicable) together with (in either case) a duly executed HM Land Registry Form RX4 to remove any associated restrictions from the title to the Property.
- 3.5 The Buyer must pay all proper and reasonable legal and other costs, charges, fees and expenses reasonably and properly incurred by the Seller arising out of the operation of this clause 3.
- 3.6 The Seller, by way of security, irrevocably appoints the Buyer as its attorney and in the name of and on behalf of the Seller and as the act and deed of each Seller or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement form instrument or act or other document or HM Land Registry form which may be required to be given to the Buyer by the Seller in accordance with this Clause 3 where it fails to execute deliver and release the same to the Buyer within 10 Working Days of being required to do so in accordance with clause 3 and of being requested in writing (which in this context may include an email addressed to the Seller's solicitor) to do so and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Seller ratifies and confirms and agrees to ratify and confirm whatever attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Clause.



#### 4. BUYER'S COVENANTS

The Buyer covenants with the Seller:

##### 4.1 Secured amounts

To pay and discharge the Secured Amounts as and when they fall due under the Agreement for Sale.

##### 4.2 Disposals and Restriction

4.2.1 Not to make any Disposal of the Charged Property other than a Permitted Disposal.

4.2.2 To apply for entry of the following restriction against the Buyer's title to the Charged Property at HM Land Registry:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a written consent signed by proprietors for the time being of Legal Charge dated 3rd March 2022 in favour of Tivot Way Investments Limited referred to in the charges register or its conveyancer"*

##### 4.3 Leases

Not to exercise any of the powers conferred on the Buyer by section 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence, right or interest to occupy the whole or any part of the Charged Property otherwise than as permitted in accordance with the terms of this Deed.

##### 4.4 Incumbrances

DocuSigned by:

CC82D8BB51DD48C...

DocuSigned by:

D39670059BA7429...

~~Not to~~ create nor permit any incumbrance or further mortgage or charge upon the Charged Property (other than in respect of a Permitted Disposal) without the previous written consent of the Seller and for the avoidance of doubt the Seller's written consent is not required for a Permitted Disposal. and nothing in this charge shall prevent the creation and/ or grant of a floating charge over and/ or including the Property or any part of it and the Seller's consent is not required to the

same.

##### 4.5 Statutory requirements

To comply with all Statutory Requirements for the time being in force applicable to the Charged Property.

##### 4.6 Restrictive covenants

To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Charged Property.

**5. SELLER'S COVENANTS**

- 5.1 The Seller shall at the written request of the Buyer (and at the Buyer's reasonable cost and without any financial liability on the part of the Seller) enter into any Statutory Agreements which may be required in connection with the development of the Charged Property provided that either (a) the relevant Statutory requirement provides that the Seller is not liable to perform any covenants contained in any Statutory Agreement to the extent they relate to the Charged Property unless and until it takes possession of the Charged Property unless otherwise specified and/ or agreed pursuant to the Agreement for Sale or (b) the Buyer otherwise indemnifies the Seller in relation to all such liability.

**6. DEFAULT**

- 6.1 Section 103 of the 1925 Act does not apply to this deed and the statutory powers of sale and appointing a receiver under sections 101 and 109 of the 1925 Act (as varied and extended under this deed) will arise on the execution of this deed.

- 6.2 The Secured Amounts will become immediately payable upon:

6.2.1 the happening of an Event of Default; or

6.2.2 the happening of an Event of Insolvency

and at any time thereafter the Seller may in addition to any other remedies available:

6.2.3 exercise all the statutory powers conferred on mortgagees by the 1925 Act free from the restriction imposed by section 103 of the 1925 Act; and

6.2.4 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Charged Property and for the Receiver to exercise the powers set out in clause 7.

- 6.3 If the Seller enforces the security constituted by this deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Seller (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Seller may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

6.3.1 paying all reasonable and proper Costs incurred and payments made by the Seller (or the Receiver) in the course of such enforcement;

6.3.2 paying remuneration to the Receiver as and when the same becomes due and payable; and

6.3.3 paying the Secured Amounts as and when the same become due and payable.

- 6.4 In the event that the Seller exercises their statutory power of sale pursuant to this clause 6, the Buyer grants to the Seller and all persons deriving title under them for the benefit of the Charged Property:

the right to lay new Service Media in the estate roads situated within the Charged Property and or the Remaining Property and the right to connect into and thereafter use the service media now constructed or at any time to be constructed on through or under the Charged Property and or the Remaining Property by the Buyer or their successor in title the Seller causing as little damage as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Buyer (acting reasonably), Provided that the Buyer may (with the approval of the Seller (not to be unreasonably withheld or delayed) vary the route of such service media (provided that in varying the route there is no interruption to the running and passage of the services and further provided that such alternative route is no less commodious and of no lesser specification or standard) and in such circumstances the right of passage and running shall apply to the service media as varied and the exercise of the rights shall not be materially and unreasonably prejudiced by such variation).

- 6.5 In the event that the Seller exercises their statutory power of sale pursuant to this clause 6, the Seller grants the following rights to the Buyer for the benefit of the Remaining Property and all persons deriving title under them for the benefit of the Remaining Property over the Charged Property:

6.5.1 the right to lay new service media in the estate roads situated within the Charged Property and the right to connect into the service media now constructed or at any time to be constructed on through or under the Charged Property and to connect to any road to be laid on the Charged Property the Buyer causing as little damage to the Charged Property as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Seller (acting reasonably);

6.5.2 the right to lateral and subjacent support and protection for the Remaining Property from the Charged Property;

6.5.3 the right to the free passage and running of services in and through the service media now constructed or at any time to be constructed on through or under the Charged Property;

6.5.4 the right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Charged Property as is reasonably necessary for the purpose of:

6.5.4.1 exercising its right aforementioned and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media;

6.5.4.2 constructing a road on the Charged Property (in the position of the estate roads or otherwise in a position to be approved by the Seller (acting reasonably)) and to connect the same to the estate roads on the Remaining Property

- 6.5.5 The right for the benefit of the Remaining Property, the Buyer and the successors in title (and in connection the development of the same) to pass and repass at all times and for all purposes to and from the Remaining Property over the estate roads such passage and re-passage to be with or without motor and other vehicles (and in the case of footpaths on foot only);
- 6.5.6 Until the estate roads are constructed the right to pass and repass at all times and for all purposes to and from the Remaining Property over the unbuilt upon parts of the Charged Property to obtain access to the public adopted highway and to enter on to such parts of the Charged Property with or without workmen plant and machinery as is necessary to construct and complete such estate roads (and any service media under them) as are necessary between the Remaining Property and the public adopted highway the Buyer causing as little damage to the Charged Property as is reasonably practicable and forthwith making good any damage thereby occasioned to the satisfaction of the Seller (acting reasonably).

and the parties agree to enter into a mutual deed of easement to give effect to the rights and reservations benefitting the Charged Property and the Remaining Property in this clause 6 (acting reasonably and without delay).

## **7. RECEIVER**

- 7.1 At any time after this security becomes enforceable, or at the request of the Buyer, the Seller may by writing, under hand, appoint any person or persons to be a Receiver of all or any part of the Charged Property.
- 7.2 The Seller may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.
- 7.3 The Seller 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.
- 7.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply.
- 7.5 Where more than one Receiver is appointed they will have the power to act severally.
- 7.6 Any Receiver so appointed will be the agent of the Buyer for all purposes and the Buyer will be solely responsible for his acts or defaults and for his remuneration.
- 7.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in section 103 of that Act) 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 will prevail.
- 7.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding any Event of Insolvency in relation to the Buyer, to do or omit to do anything which the Buyer could do or omit to do in relation to all or

any part of the Charged Property. In particular (but without limitation) any such Receiver will have the power:

7.9

- 7.9.1 to take possession of, collect and get in all or any part of the Charged Property and for that purpose to bring any proceedings in the name of the Buyer or otherwise;
- 7.9.2 to manage or carry on or concur in carrying on any business of the Buyer relating to the Charged Property;
- 7.9.3 to raise or borrow money (whether from the Seller or otherwise) against the Charged Property to rank for payment in priority to this security and with or without a charge on all or any part of the Charged Property;
- 7.9.4 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 sections 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Charged Property or of rights associated with all or any part of the Charged Property or to concur in so doing whether in the name or on behalf of the Buyer or otherwise;
- 7.9.5 to seize and sever all or any fixtures at or in the Charged Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Charged Property or its site;
- 7.9.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charged Property or in any way relating to this security;
- 7.9.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 7.9.6;
- 7.9.8 to disclaim, abandon or disregard all or any outstanding contracts of the Buyer relating to the Charged Property and to allow time for payment of any debts relating to such contracts either with or without security;
- 7.9.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or re-construct or replace all or any part of the Charged Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 7.9.10 to acquire by purchase, lease or otherwise any further property assets or rights relating to the Charged Property;
- 7.9.11 in relation to the Charged Property, to appoint, employ and dismiss managers, officers, contractors and agents;

7.9.12 to elect to waive exemption under the Value Added Tax Act 1994, Schedule 10 paragraph 2(1) on behalf of the Buyer in respect of the Charged Property;

7.9.13 to do (whether in the name of the Buyer or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Charged Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

7.10 All money received by any Receiver must be applied by him:

7.10.1 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 his powers and of all outgoings paid by him (including preferential debts);

7.10.2 in payment to the Receiver of such remuneration as may be agreed between him and the Seller at, or at any time and from time to time after, his appointment;

7.10.3 in or towards satisfaction of the Secured Amounts

and the surplus (if any) must be paid to the Buyer or other persons entitled to it.

## **8. PROTECTION OF THIRD PARTIES**

No person dealing with the Seller or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:

8.1 whether this security has become enforceable;

8.2 whether any power exercised or purported to be exercised under this deed has arisen or become exercisable;

8.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

8.4 whether any money remains due under the security; or

8.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Seller or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **9. VAT**

All sums payable under this deed are exclusive of VAT. Accordingly the Buyer will, if applicable in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise

pursuant to this deed and subject to the Seller providing to the Buyer a valid VAT invoice addressed to the Buyer and any additional information required by the Buyer.

**10. MISCELLANEOUS**

- 10.1 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this deed.
- 10.2 The Seller may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Seller under this mortgage grant to the Buyer, 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 he may now or subsequently have from or against the Buyer or any other person.
- 10.3 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Executed as a deed by the parties on the date first set out at the beginning of this deed.

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**Key:**  
 Tranch 1 - 129 plots  
 (87 private, 29 affordable, 13 DMV)  
 Tranch 2 - 83 plots



Plan	Description	Deceive	Debit
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Miller Homes Limited - Teesside Region  
 Central Building  
 26 Carlbury Road  
 Aycliffe Business Park  
 Newton Aycliffe, DL5 6BH

Telephone 0870 336 4750

[www.millerhomes.co.uk](http://www.millerhomes.co.uk)

Project Title  
Welwyn Road,  
Ingleby Barwick

Drawing Title

**Legal Charge Plan**

Scale	Drawn By	Checked By	Authorized By
1:1250	AW	MM	-
Date 24.02.22	Date 24.02.22	Date -	
Info File	Drawing File	Revision	
SOT34	:LCP	-	



Signed as a Deed on behalf of **TIVIOT  
WAY INVESTMENTS LIMITED** a  
company incorporated in Guernsey by its  
sole Director, IWS Directors  
Limited represented by

and [redacted]

[redacted]  
being persons who, in accordance with  
the laws of that territory, are acting under  
the authority of the company

DocuSigned by:  
[redacted]  
CC82D88B51DD48C...

Authorised Signatory

DocuSigned by:  
[redacted]  
D39670059BA7429...

Authorised Signatory

Signed as a Deed by **MILLER HOMES  
LIMITED** acting by a director in the  
presence of a witness:

.....

Director

Witness's signature .....

Witness's name .....  
(BLOCK CAPITALS):

Witness's address .....

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Occupation .....

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