



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



Received for filing in Electronic Format on the: **02/01/2024**

XCTVKCSW

Details of Charge

Date of creation: **21/12/2023**

Charge code: **SC25 5429 0416**

Persons entitled: **MICHAEL MCMAHON
DAVID WILLIAM HOUGHTON
JULIE MARGARET HOUGHTON
BARRY DAWSON**

There are more than four persons entitled to the charge.

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH WEST
SIDE OF LUNTS HEATH ROAD WIDNES WITH TITLE NUMBERS CH531156,
CH531158 AND CH272174, AS SHOWN EDGED IN RED AND EDGED BLUE
ON THE PLAN ANNEXED TO THE 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: **WE CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BRABNERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0416

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st December 2023 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2024 .

Given at Companies House, Edinburgh on 3rd January 2024

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

Private & Confidential

2681512/DWL/VPT01

Dated 21st December 2023

MILLER HOMES LIMITED (1)

AND

**MICHAEL MCMAHON, DAVID WILLIAM HOUGHTON,
JULIE MARGARET HOUGHTON
AND BARRY DAWSON AND THERESA ANNE DAWSON** (2)

LEGAL CHARGE

in relation to land at Lunts Heath Road Widnes



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December

THIS LEGAL CHARGE by way of deed is made the 21st day of 2023

BETWEEN:

- (1) **MILLER HOMES LIMITED** (Company Number: SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the "**Chargor**")
- (2) **MICHAEL McMAHON** of Woodhouse Farm School Lane Rainhill L35 6NW, **DAVID WILLIAM HOUGHTON** of Lunts Bridge Farm Lunts Heath Road Widnes WA8 5RY **JULIE MARGARET HOUGHTON** of Lunts Heath Farm Lunts Heath Road Widnes WA8 5RY and **BARRY DAWSON** and **THERESA ANNE DAWSON** of 62 Dentons Green Lane Dentons Green St Helens Merseyside WA10 2QB (the "**Chargee**")

BACKGROUND

- (A) The Chargor is entitled to be registered as proprietor of the Property.
- (B) Under the Agreement referred to below the Chargor has agreed to pay certain payments to the Chargee subject to the terms of the Agreement.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions shall apply:

Act	the Law of Property Act 1925 (as amended);
Affordable Dwelling	Housing a Dwelling subject to restrictions in respect of occupiers or tenure or rent or carrying any subsidy for land or building cost and required pursuant to any planning permission and/or planning agreement and " Affordable Housing Dwellings " shall be construed accordingly;
Agreement	a sale agreement made between (1) the Chargee and (2) the Chargor dated 20 December 2019 as varied by a

21st December

supplemental agreement dated 2023 made
between (1) the Chargee and (2) the Chargor;

Chargee's Solicitors	Brabners LLP of Horton House, Exchange Flags, Exchange St E, Liverpool L2 3YL (Ref R Jackson) or such other solicitors as the Chargee shall appoint in relation to this Charge and notify to the Chargor, and the Chargor's Solicitors in writing;
Chargor's Solicitors	Gowling WLG (UK) LLP of Two Snowhill, Birmingham B4 6WR (Ref 2681512/VPT01);
Deferred Payments	together the First Deferred Payment and the Second Deferred Payment and " Deferred Payment " shall be interpreted accordingly;
Delegate	any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate;
Dispose of	bears the meaning given to it under Section 205(1) Law of Property Act 1925 in respect of the whole or any part of the Property and disposition and Disposal shall be interpreted accordingly;
Dwelling	a house or bungalow (in each case detached, semi-detached or terraced), apartment or flat, any flat above garage(s), maisonette, cottage or other dwelling constructed or to be constructed on the Property together with its curtilage, any associated garage, parking space, car port and the like (whether separate from the main dwelling or not) and " Dwellings " shall be construed accordingly;
Event of Default	the event specified in Schedule 3;
First Deferred Payment	the sum of £3,950,000 (three million nine hundred and fifty thousand pounds);

Market Dwelling

a Dwelling other than an Affordable Housing Dwelling and **"Market Dwellings"** shall be construed accordingly;

Permitted Disposition

any of the following:

- (a) the Disposal dedication or adoption of any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure including for the avoidance of doubt any easement granted to a Relevant Authority in connection with any works in respect of the Property or as otherwise contemplated in the Planning Agreement; and/or
- (b) the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or
- (c) any Disposal of any Affordable Housing Dwelling(s) (whether constructed or to be constructed); and/or
- (d) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or
- (e) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity

substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or

- (f) the grant of easements over any part of the Property as part of the development of the Property including the grant of easements in connection with the Disposal of any Dwelling;

Planning Acts

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;

Planning Agreement

the agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 dated 10 November 2023 and made between (1) Halton Borough Council (2) David William Houghton and Michael McMahon (3) Barry Dawson and Theresa Anne Dawson (4) Julie Margaret Houghton and (5) the Chargor as varied or further amended from time to time;

Property

the land described in Schedule 1;

Receiver

any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);

Relevant Authority

the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of the Planning Permission or the control of development or the control of pollution or the adoption of the Roadways and sewers and open space or the installation of Service Media

and the provision of Services and the dispersal or disposal of surface water;

Roadways

roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Property (but excluding shared access areas which are not intended to be made available for public use);

Second Deferred Payment

the sum of £3,950,000 (three million nine hundred and fifty thousand pounds);

Secured Sums

the Deferred Payments;

Security

any mortgage, fixed charge, pledge, hypothecation, lien, assignment by way of security or other security agreement, contract, interest or encumbrance whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect (which for the avoidance of doubt excludes any floating charge);

Security Period

the period commencing on the date of this Charge and ending on the date upon which the Secured Sums have been paid in full;

Service Media

includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage, gas, electricity, water, electronic transmissions and similar services now or in the future constructed on the Property;

Services

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

Statutory Agreement

an agreement, obligation or undertaking to be made pursuant to all or any of the following:

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;

VAT value added tax or any equivalent tax chargeable in the UK or elsewhere;

Working Days has the meaning given to it in the Agreement.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears, references:
- (a) to numbered clauses and schedules are references to the relevant clause in or Schedule to this Charge; and
 - (b) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.

- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.
- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 An Event of Default is "continuing" if it has not been remedied or waived.

1.17 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

1.18 The consent or approval of or the service on or by or the action by or the payment to or the receipt from the Chargee's Solicitors shall be sufficient for such purpose and shall bind the Chargee.

2 COVENANT TO PAY

The Chargor covenants with the Chargee to pay the Secured Sums on the date, and otherwise, in accordance with the Agreement.

3 SECURITY

3.1 As continuing security for the payment and discharge of the Secured Sums, the Chargor with full title guarantee charges to the Chargee by way of first legal mortgage the Property together with the rights referred to and contained in the Agreement,

PROVIDED THAT this Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Charge.

3.2 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

4 CHARGOR'S COVENANTS

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

5 CHARGEES' COVENANTS

The Chargee consents to any Permitted Disposition.

6 RESTRICTION ON DEALINGS

6.1 Other than by way of a Permitted Disposition the Chargor may not and covenants that it will not at any time without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):

- (a) create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property (to the extent it is then subject to the Security created by this Charge) during the Security Period; or
- (b) contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the Property notwithstanding Section 99 of the Act not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Property (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge PROVIDED THAT this shall not prevent the Chargor from contracting to sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of, or grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of any Dwelling or Dwellings where such contract or other disposition (as aforesaid) does not permit the sale to be subject to this Charge.

6.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form NN to be registered against the title to the Property at the Land Registry to the effect that:

*"No disposition of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by **MICHAEL McMAHON** of Woodhouse Farm School Lane Rainhill L35 6NW, **DAVID WILLIAM HOUGHTON** of Lunts Bridge Farm Lunts Heath Road Widnes WA8 5RY **JULIE MARGARET HOUGHTON** of Lunts Heath Farm Lunts Heath Road Widnes WA8 5RY and **BARRY DAWSON** and **THERESA ANNE DAWSON** of 62 Dentons Green Lane Dentons Green St Helens Merseyside WA10 2QB or their conveyancer or a certificate signed by a conveyancer that the provisions of clause 6.1 of a legal charge dated 21st December 2023 2023 made between (1) Miller Homes Limited, and (2) Michael McMahon, David Houghton, Julie Houghton and Barry Dawson have been complied with or do not apply to the disposition"*

7 RIGHTS OF ENFORCEMENT

7.1 The whole of the Secured Sum shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default that is continuing and in addition to all other protection afforded by statute every purchaser (as defined by section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by section 101 of the Act

(as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.

7.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

7.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

7.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:

- (a) for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 4) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of the Property;
- (b) to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Property (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 4) which the Receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of the Property;
- (c) so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall continue until the

Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;

- (d) the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.

7.5 The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

7.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order between any of the Secured Sums.

8 CHARGEES' POWERS AND RIGHTS

8.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 7 and Schedule 4 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

8.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

9 RELEASE AND STATUTORY AGREEMENTS

9.1 The Chargee shall, at the reasonable request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Property:

- (a) subject to a Permitted Disposition; or

(b) as provided for in clause 14 of the Agreement,

and shall within 5 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3, DS1 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

9.2 On the expiry of the Security Period, the Chargee shall, at the reasonable request of the Chargor, take whatever action is necessary to release the Property from the security constituted by this Charge and shall promptly following any such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

9.3 The Chargee covenants with the Chargor that if requested by the Chargor it will as soon as reasonably possible upon receipt of a written request and upon payment of its reasonable and proper legal fees enter into any Statutory Agreement in relation to the Property, in its capacity as Chargee only in order to consent to and acknowledge the terms thereof.

9.4 The Chargee, by way of security, irrevocably appoints the Chargor as its attorney and in the name of and on behalf of each Chargee and as the act and deed of each Chargee or otherwise to sign and deliver and complete and otherwise perfect any deed assurance agreement instrument or act which may be required to be given to the Chargor by the Chargee in accordance with this clause 9 where it fails to deliver the same to the Chargor within 5 Working Days of being required to do so and this power of attorney is given as security pursuant to the Powers of Attorney Act 1971. The Chargee 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.

10 LIABILITY

10.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:

(a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

- (b) the Chargee renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

10.2 The Chargor waives any right it may have to require the Chargee to enforce any guarantee, security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge.

11 **LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this deed.

12 **INDEPENDENT SECURITY**

The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

13 **POWER OF ATTORNEY**

13.1 Following the occurrence of an Event of Default that is continuing, by way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Charge, where the Chargor has failed to do any such actions following receipt of reasonable notice from the Chargee.

13.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.

14 GENERAL PROVISIONS

- 14.1 Neither the whole or any part of the Secured Sum and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.
- 14.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Chargee from subsequently relying on the relevant provision.
- 14.3 The Chargee shall be able to assign or transfer any of their rights or benefits under this Deed provided that:
- (a) the Chargee assigns the benefit of his right to the receipt of payments payable by the Chargor pursuant to clause 5.2 of the Agreement; and
 - (b) the assignee or transferee executes and delivers to the Chargor a deed in which the assignee or transferee agrees to be bound by the terms of this Charge.
- 14.4 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.
- 14.5 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law
- 14.6 If any provision (or part of a provision) of this Charge is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Charge.

- 14.7 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 14.8 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.
- 14.9 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 14.10 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sums and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sums.
- 14.11 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next Working Day delivery service to:
- (a) the Chargee care of Brabners LLP, Horton House, Exchange Flags, Exchange St E, Liverpool L2 3YL marked for the attention of Rupert Jackson; and
 - (b) the Chargor at its registered address addressed to the Company Secretary,
- or to any other address as is notified in writing by one party to the other from time to time.
- 14.12 A notice or other communication given under or in connection with this Charge is not valid if sent by email. A reference to writing or written does not include email.
- 14.13 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 14.14 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties)

Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.

14.15 This Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

14.16 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

DELIVERED as a **DEED** on the date of this document

SCHEDULE 1

Description of the Property

The freehold property known as land on the north west side of Lunts Heath Road Widnes forming part of the property registered at HM Land Registry with title numbers CH531156, CH531158 and CH272174 as the same is shown edged in red and edged blue on the plan annexed hereto ("**Plan**") (as at the date hereof).

SCHEDULE 2

Chargor's Covenants

- 1 Other than a Permitted Disposition, that no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in the Property nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 2 Promptly to advise the Chargee in writing on becoming aware of the occurrence of any Event of Default.



Indicates charge 1

Indicates charge 2



DocuSigned by:
Julie Jackson
CC8C5F4DEB9D45A...



A scale bar with markings at 0, 10, 20, 30, and 50 meters. The text '1:2000' is positioned above the 0 mark.

#	A3 Scale applied	APM	19 12 23
A	Application boundary removed	IL	14 12 23
Rev	Description	Drawn	Date

miller homes
Miller Homes Limited - North West Region
103 Dalton Avenue
Birchwood Park
Warrington
WA3 6YF

Telephone 0870 336 4700
www.millerhomes.co.uk

Project Title
**LUNTS HEATH ROAD
WIDNES**

Drawing Title

CHARGE PLAN

Scale	Drawn By	Checked By	Authorized By
1:2000	JL	CT	
	Date 18.09.23	Date	Date
Job No	Drawing No	Revision	
2142	2142-CP-01	B	

Original (Sheet Size A3) On Mill Scale From 1 in. Drawing

SCHEDULE 3

Events of Default

Any failure by the Chargor to pay the relevant instalment of the Secured Sums in full within 15 Working Days of its due date in accordance with the Agreement.

SCHEDULE 4

Chargee's and Receiver's Powers

- 1 To manage and conduct the business of the Chargor in respect of the Property in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Property.
- 2 To enter upon and take possession of the Property and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Property or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Property or its ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Property and realize assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Property to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Property at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee.
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to the Property.

- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Property from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Property.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Property.
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Property.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Property.
- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Charge.

- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Property, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.

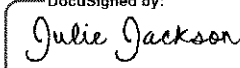
IN WITNESS whereof the parties have executed this Charge as a deed the day and year first before written

CHARGOR'S EXECUTION

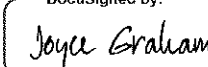
EXECUTED as a DEED by

MILLER HOMES LIMITED

acting by a Director

DocuSigned by:

CC6C5F4DEB9D45A...
Director Julie Jackson

in the presence of:

Witness Signature: 
F87D26AF962944F...

Witness Name (BLOCK CAPITALS): Joyce Graham

Witness Occupation (BLOCK CAPITALS): PA

Witness Address (BLOCK CAPITALS):] MILLER HOUSE, 2 LOCHSIDE VIEW
EDINBURGH EH12 9DH

DS


I confirm that I was physically present when
Julie Jackson executed this document

CHARGEES EXECUTION

EXECUTED as a **DEED** by

MICHAEL MCMAHON

in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

EXECUTED as a **DEED** by

DAVID WILLIAM HOUGHTON

in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

EXECUTED as a **DEED** by

JULIE MARGARET HOUGHTON

in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

EXECUTED as a **DEED** by

BARRY DAWSON

in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):

EXECUTED as a **DEED** by

THERESA ANNE DAWSON

in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation (BLOCK CAPITALS):

Witness Address (BLOCK CAPITALS):