



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



Received for filing in Electronic Format on the: **03/04/2024**

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Details of Charge

Date of creation: **22/03/2024**

Charge code: **SC25 5429 0422**

Persons entitled: **HARLEX (RLP TIMPERLEY) LLP**

Brief description: **THE LAND AT THORLEY LANE, TIMPERLEY SHOWN EDGED RED ON
THE CHARGE PLAN BEING PART OF THE LAND COMPRISED IN TITLE
NUMBER GM738190**

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: **GATELEY LEGAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0422

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd March 2024 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2024 .

Given at Companies House, Edinburgh on 4th April 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**

DATED 22 March 2024

- (1) MILLER HOMES LIMITED
- (2) HARLEX (RLP TIMPERLEY) LLP

LEGAL CHARGE (OF PART)
over land on the south side of Wood Land, Timperley

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DATE

22 March

2024

PARTIES

- (1) **MILLER HOMES LIMITED** a company incorporated and registered in Scotland (registered number SC255429) whose registered address is at **Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH** (the **Chargor**); and
- (2) **HARLEX (RLP TIMPERLEY) LLP** a company incorporated and registered in England and Wales (registered number OC423798) whose registered address is at **Third Floor, Queensberry House, 3 Old Burlington Street, London, W1S 3AE** (the **Chargee**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

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

Affordable Housing

housing which is subject to any restriction which has the effect of any one or more of the following:

- (a) limiting the prices at which land or housing units may be sold or let; or
- (b) controlling buyers, occupiers or tenure; or
- (c) carrying any subsidy for land or building cost; or
- (d) requiring land or housing units to be transferred to or managed by a local authority, registered social landlord, registered provider, society, association, charity or similar body;

whether the requirement for it is imposed by or agreed with the Local Planning Authority in connection with the Planning Permission or any Planning Obligation entered into in connection with the grant of the Planning Permission (or as subsequently varied) or the provision of land or housing units to be transferred to or managed by a local authority, registered social landlord, registered provider, society, association, charity or similar body at the discretion of the Chargor and affordable housing shall include any other scheme, tenure or restriction which falls within this meaning or which is designated as or intended to be affordable from time to time by the government;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Charged Assets

the Property;

Charge Plan

the plan or plans annexed to this legal charge at Appendix 2;

Chargee's Solicitors

such solicitor or solicitors that the Chargee or any one of them may nominate from time to time;

Chargor's Solicitors

Leanne Murray of Ship Canal House, 98 King Street, Manchester M2 4WU (ref: 052799.01066/LM)

Contract

the contract for sale of the freehold property known as land and buildings on the south side of Wood Lane, Timperley and dated 22 March 2024 and entered into between (1) the Chargee and (2) the Chargor;

Deferred Consideration

the sum of £6,250,000.00 (six million two hundred and fifty thousand pounds) plus any interest payable pursuant to the Contract;

Disposal

includes any sale or transfer or assent or a lease for a term in excess of 21 years or other disposal whatsoever including dedication or adoption and **Dispose** shall be interpreted accordingly;

Due Date

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

Encumbrance

a fixed mortgage or charge;

Estate

All that freehold land at Thorley Lane, Timperley registered at the Land Registry under title number GM738190;

Event of Default

- (a) the failure of the Chargor to pay all or any of the Secured Liabilities within 20 Business Days of the Due Date;
- (b) the Chargor is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under any applicable law), suspends (or threatens to suspend) making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (c) a moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
 - (ii) a composition, compromise, assignment, assignation or arrangement with any creditor of the Chargor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, trustee in bankruptcy, compulsory manager, judicial factor or other similar officer in respect of the Chargor or any of its assets;
 - (iv) enforcement of any security over the assets of the Chargor that would or is reasonably likely to adversely affect the ability of the Chargor to comply with its obligations under this legal charge; and
 - (v) enforcement of any security over the Charged Asset,or any analogous procedure or step is taken in any jurisdiction. This limb (e) shall not apply to any winding-up petition presented on frivolous or vexatious grounds which is discharged, stayed or dismissed within 10 Business Days of commencement and before being advertised;

- (e) any expropriation, attachment, sequestration, diligence, distress or execution or analogous event affects any asset or assets of the Chargor and is not discharged within 10 Business Days; and
- (f) the making of a request by the Chargor for the appointment of a Receiver;

Expert

as defined in clause 18.1;

LPA

the Law of Property Act 1925;

Permitted Disposal

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or
- (b) the dedication/adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 Highways Act 1980; and/or
- (c) the Disposal of any part of the Property which is required to comply with the requirements of any Works Agreement; and/or
- (d) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or
- (e) the Disposal of the freehold reversion of any building or Unit on the Property which Unit has been the subject of a sale pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (f) the grant of a legal and/or equitable charge over the Property or any part or parts of it provided that it ranks in priority behind this legal charge and/or
- (g) any Disposal to an associated company of the Chargor where the Disposal is of a Unit or part of a Unit which has been constructed or is in the course of construction where the Disposal is made only to facilitate the Disposal by way of the grant of a lease of another Unit for example (but not limited to) Disposal by way of the grant of a lease of a garage under a coach house or of a first floor maisonette over a ground floor maisonette; and/or
- (h) any Disposal to a transferee or lessee of a Unit or Units which have been constructed or are in the course of construction pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (i) the grant or reservation of any rights or easements for the benefit of the Estate and/or the Property; and/or
- (j) a Disposal as Affordable Housing or land for Affordable Housing pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (k) a garage erected or to be erected underneath a Unit;

Provided that such Permitted Disposal is in accordance with the Proposed Site Layout.

Planning Permission

the outline planning permission granted on appeal dated 22 February 2023 and any subsequent permission thereto or variation;

Planning Obligation

the Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 19 January 2023 made between (1) Harlex (RLP Timperley) LLP and (2) Trafford Borough Council and any variation thereto or supplemental agreement;

Projections

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

Proposed Site Layout

the layout of the proposed development shown on the plan or plans annexed to this legal charge at Appendix 3 or as varied pursuant to clause 11;

Property

the Property described in schedule 1;

Receiver

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

Release

a form DS3 or form DS1 or such other form as shall be appropriate to release (when dated) the Charged Assets or any interest in the Charged Assets or any part or parts of the Charged Assets from this legal charge;

Release Fee

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

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

Where:

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

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

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

X is the fee payable in pound sterling;

Reserved Matters Approval

the grant of reserved matters approval pursuant to the Planning Permission;

Secured Liabilities

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

Service Media

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

Services

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

Undertaking

the form of undertaking annexed at schedule 3;

Unit

a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property;

Works Agreement

all or any of the following as the case may be

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or 278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or
- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The schedules form part of this legal charge and have the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though they were set out in this legal charge.

1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

- 1.6 The words **other, include, including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Writing or written includes faxes but not e-mail unless otherwise specified in this legal charge.
- 1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.
- 1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.

2. COVENANT TO PAY

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.

3. CHARGES

3.1 Fixed Charges

As a continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee charges by way of first legal mortgage the Property.

3.2 Extent of Security

It is agreed that this legal charge is intended to be the sole security which is held by the Chargee over the Charged Assets for the Secured Liabilities and that the Chargee will not take or exercise any other security (including any lien) over the Charged Assets unless the Chargor and the Chargee expressly agree otherwise in writing.

4. RESTRICTIONS AND WORKS AGREEMENTS

- 4.1 The Chargor agrees with the Chargee that it will not, without the Chargee's prior written consent Dispose or agree to Dispose of any Charged Assets charged by way of legal mortgage or fixed charge except if it is a Permitted Disposal or the Disposal of a Unit pursuant to a Release.

- 4.2 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against each of the titles specified in Schedule 1 or which is the subject of first registration of title:

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Harlex (RLP Timperley) LLP referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 4.1 of the charge dated _____ in favour of Harlex (RLP Timperley) LLP have been complied with."

- 4.3 The Chargee shall within five Business Days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Chargor shall indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.
- 4.4 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement, provided that the Works Agreement does not impose any liability on the Chargee.
- 4.5 The parties agree and confirm that it is not their intention that the Restriction referred to in clause 4.2 above is carried forward on to the titles created on the registration of Permitted Disposals. The Chargee confirms that it is the only party with the benefit of the Restriction and irrevocably consents on behalf of itself and its successors in title and assigns (where

applicable) to the Chargee or its solicitors applying to the Land Registry for the removal of the Restriction from the titles to Permitted Disposals.

4.6 The Chargee confirms that this is a consent for the purposes of Rule 98 of the Land Registration Rules 2003.

4.7 On completion the Chargee will procure that its solicitors will provide to the Chargor a blanket consent in the form set out in Appendix 1 as may be required by the Land Registry for the registration of Permitted Disposals.

5. DISCHARGE

5.1 Within five (5) Business Days after the payment of the Deferred Consideration in full and all other sums due under this legal charge the Chargee will give to the Chargor such form of Release as shall be appropriate to release the whole of the Charged Assets remaining subject to this Charge from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry form(s)).

5.2 The Chargor may at any time or times in advance of payment of the Deferred Consideration by not less than five (5) Business Days' notice to the Chargee request the issue of Releases executed by the Chargee for such parts of the Charged Assets as the Chargor may require, such request to be accompanied by the form of Release required to be executed and payment to the Chargee of the Release Fee by way of cleared funds. Each payment of a Release Fee shall be treated as part payment of the Deferred Consideration and reduce the amount due to the Chargee on the date for payment of the Deferred Consideration.

5.3 The Chargee agrees to execute Releases for Permitted Disposals and agrees to deliver the same within ten Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release required to be executed and the Release fee has been paid in full.

5.4 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete any relevant HM Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clauses 5.1 to 5.3 (inclusive), the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release.

5.5 On the date of this legal charge the Chargor's Solicitors will give to the Chargee or the Chargee's Solicitors an undertaking in the form of the Undertaking.

5.6 On the date of this legal charge the Chargee will give to the Chargor's Solicitors a duly executed Release in respect of each Unit intended to be constructed on the Property to be held strictly pursuant to the terms of the Undertaking.

5.7 If the number of Units permitted to be constructed on the Property changes the Chargee will issue to the Chargor's Solicitors or the Chargor's Solicitors will return to the Chargor the appropriate Releases so that the Chargor's Solicitors hold a duly executed Release for each Unit then permitted to be constructed but at that time unsold.

6. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee that:

6.1 Incorporation

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets;

6.2 Authority

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

6.3 Obligations binding

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

7. ENFORCEMENT OF SECURITY

The security constituted by this legal charge shall become enforceable 10 Business Days after the Chargee provides the Chargor with written notice that an Event of Default has occurred and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this legal charge, shall be exercisable. After the security constituted by this legal charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the security constituted by this legal charge in such manner as it sees fit.

8. NEGATIVE PLEDGE

The Chargor covenants with the Chargee that, during the continuance of the security created by this legal charge, it shall not without the prior written consent of the Chargee:

- 8.1 create or permit to subsist any Encumbrance upon any of the Charged Assets; or
- 8.2 dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets except by way of a Permitted Disposal and/or the Disposal of a Unit that is the subject of a Release.

9. APPOINTMENT AND POWER OF RECEIVER

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

- 9.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 9.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

- 9.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

10. GRANT OF EASEMENTS

- 10.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this legal charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee reasonably requires to grant to the purchaser or other donee the rights set out in schedule 2 and such other rights as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development) and the Chargor will (at its own cost) on demand enter into such adoption agreements and deeds of easements as the Chargee or the relevant utilities supplier may require in respect of the Services.
- 10.2 If the Chargor fails to execute any deed of easement or adoption agreement in accordance with its obligations in clause 10.1, the Chargor irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.
- 10.3 If when the Chargee requires the Chargor to comply with its obligations in clause 10.1, the Chargor requires rights over the Property for the benefit of the Estate or any part of it, the Chargee will (at the Chargee's cost) enter in such deed of easement and adoption agreements as the Chargor or its successors in title or the relevant utilities suppliers may reasonably require for the beneficial use (including but not limited to use for residential development) and enjoyment of the Estate and every part of it.
- 10.4 If the Chargee fails to execute any deed of easement or adoption agreement in accordance with its obligations in clause 10.3, the Chargee irrevocably appoints the Chargor its attorney by way of security to execute the relevant deed.
- 10.5 If the Chargee exercises its powers of sale of the Property pursuant to the powers conferred by this legal charge the Chargor shall promptly following written demand pay to the Chargee

all costs and expenses reasonably and properly incurred by the Chargee in constructing or procuring the construction and adoption of any roads and Service Media (together with all associated easements) in each case as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development).

11. VARIATION OF THE CHARGED ASSETS

11.1 Following the grant of the Reserved Matters Approval where there has been any amendments or variations made to the Proposed Site Layout the Chargor may submit a request in writing (including a proposed plan) to the Chargee to amend the extent of the Property that is charged under this legal charge (**Revised Property Plan**) for approval by the Chargee (such approval not to be unreasonably withheld or delayed, save for it shall be reasonable for the Chargee to withhold its consent where the Revised Property Plan does not include the access road providing access to the Charged Assets to and from the public adopted highway).

11.2 Within 10 Business Days following receipt of the iteration of the Revised Property Plan pursuant to clause 11.1 the Chargee (acting reasonably) shall in writing either:

11.2.1 confirm its approval to the latest form of the draft Revised Property Plan; or

11.2.2 confirm that the latest form of the draft Revised Property Plan is not approved together with written reasons.

11.3 If no response is received pursuant to clause 11.2 then the Chargee shall be deemed to have approved the request.

11.4 The Chargor shall promptly provide the Chargee with any further information the Chargee may reasonably request in relation to the revised extent of the Charged Assets to assist the Chargee in complying with clause 11.2 and the Chargee will at all times act reasonably and without delay in giving or withholding its approval and, subject to clause 11.1, it shall not be reasonable for the Chargee to withhold its approval where the value of the land within the Revised Property Plan is in aggregate equal to or greater than a sum equal to the Secured Liabilities remaining owing by the Chargor.

11.5 The Chargor and the Chargee will do all such acts and execute and complete all such documents as shall be reasonably necessary to effect the release of those parts of the Estate no longer to be included within the Charged Assets and the imposition of the revised security in respect of the Secured Liabilities (including if necessary the execution completion and registration of a new or supplemental legal charge) over those parts of the Estate which are to be within the Charged Asset within 10 Business Days (or such longer period as the Chargee (acting reasonably) may agree) of the Revised Property Plan being agreed or determined pursuant to this legal charge provided that the Chargee shall only be obliged to deliver the Release on terms that it cannot be submitted to the Land Registry prior to registration of the new or supplemental legal charge.

11.6 Subject to clause 11.3, any dispute between the Chargor and the Chargee arising in relation to this clause 11 is to be determined by an Expert pursuant to clause 18.

12. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

13. ASSIGNMENT AND TRANSFER

The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this legal charge or any of its rights under this legal charge or purport to do any of the same without the prior written consent of the other party.

14. **THIRD PARTY RIGHTS**

- 14.1 Subject to clause 14.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 14.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.

15. **NOTICES**

- 15.1 Any notice given under this legal charge shall be in writing and signed by or on behalf of the party giving it.

- 15.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service:

15.2.1 to the Chargee at: Third Floor, Queensberry House, 3 Old Burlington Street, London, W1S 3AE, marked for the attention of Chris Button;

15.2.2 to the Chargor at:

(a) its registered office address for the time being, marked for the attention of the company secretary; and

(b) Miller Homes, 103 Dalton Avenue, Birchwood Park, Warrington, WA3 6YF or such other address notified in writing to the Chargee from time to time after the date of this legal charge, marked for the attention of the Land Director.

- 15.3 In the absence of evidence of earlier receipt and subject to clause 15.4, a notice served in accordance with clause 15.2 shall be deemed to have been received:

15.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 15.2; or

15.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or

15.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.

- 15.4 If deemed receipt under clause 15.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

- 15.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.

- 15.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email.

16. **GENERAL**

- 16.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 16.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 16.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 16.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 16.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 16.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 16.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

17. **GOVERNING LAW AND JURISDICTION**

- 17.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 17.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

18. **DISPUTES**

- 18.1 Any dispute or disagreement between the parties relating to this legal charge (save in respect of any matters relating to the legal construction and/or interpretation of this legal charge which will be dealt with by a court of competent jurisdiction) will be referred to a person having appropriate professional qualifications and experience in such matters (the "**Expert**") appointed jointly by the parties or, in default of agreement between the parties within 10 Business Days of the decision to make a referral to the Expert, by the President for the time being of the Royal Institution of Chartered Surveyors (or on his behalf) on the application of any party and the following provisions will apply to the Expert:
- 18.1.1 the Expert will act as an expert and not as an arbitrator;
- 18.1.2 the decision of the Expert will be final and binding upon the parties save in the case of manifest error or a mistake in the law;
- 18.1.3 the charges and expenses of the Expert will be borne equally between the parties or in such other proportions as the Expert may direct;
- 18.1.4 the Expert will give the parties an opportunity to make representations to him before making his decision;
- 18.1.5 the Expert will be entitled to obtain opinions from others if he so wishes;
- 18.1.6 the Expert will make his decision on matters of valuation within the range of any representations made by the parties;
- 18.1.7 the Expert will give reasons for his decision and where this relates to valuation matters this will be supported by appropriate valuation evidence;

- 18.1.8 the expert will prepare a written decision; and
- 18.1.9 the Expert will comply with any time limits or other directions agreed by both parties on or before his appointment and the parties hereby agree that any decision in respect of the determination of the Price shall be made within 40 Business Days of the referral.

IN WITNESS whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

SCHEDULE 1

THE PROPERTY

The land at Thorley Lane, Timperley shown edged red on the Charge Plan being part of the land comprised in title number GM738190.

SCHEDULE 2

RIGHTS

1. The following rights over the Estate in common with the Chargor and all others who have such or similar rights:
 - 1.1 a pedestrian and vehicular right of way over the Estate at all times and for all purposes to gain access to and from the Property from the nearest adopted highway, provided that the Chargor (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised;
 - 1.2 to enter the Estate to make connections to the Service Media in the Estate and to install additional Service Media in the Estate;
 - 1.3 to the supply of Services to and from the Property by means of the Service Media in the Estate;
 - 1.4 to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Service Media;
 - 1.5 to keep and use Projections incidental to any building erected on the Property which overhang or protrude beneath the Estate;
 - 1.6 of support and protection afforded by the Estate for any building erected on the Property.
2. All rights to enter are subject to the following conditions:
 - 2.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 2.2 entry shall not be exercised over the curtilage of any Units;
 - 2.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 2.4 entry can be exercised with and without workmen and appliances if necessary;
 - 2.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done as soon as reasonably possible;
 - 2.6 the route of any additional Service Media to be laid shall first be agreed by the Chargor or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

SCHEDULE 3
UNDERTAKING

[•]
[•]

Date [•]
Our ref: [•]
Direct tel: [•]
Direct fax: [•]
E-mail: [•]

Dear Sirs

Land at [•] (Property)

We refer to a Legal Charge (**Legal Charge**) dated [•] made between (1) [•] ([•]) and (2) [•] ([•]) in respect of the Property.

Expressions in this letter with capital letters shall have the same meaning as those corresponding expressions as set out in the Legal Charge.

This letter is the Undertaking referred to in clause [5.6] of the Legal Charge. It is enforceable by your client or yourselves but not so as to duplicate our liability.

We undertake:

1. that on receipt of the forms DS3 (**Releases**) from you or your client in respect of the Units constructed or to be constructed within the Property (as defined in the Legal Charge) to hold them pending completion of the Permitted Disposal of the relevant Unit on the terms set out in this letter; and
2. not to complete the Release in respect of any Unit unless the Permitted Disposal of the relevant Unit has completed.

This undertaking is given on the basis that by delivering a Release to us you are irrevocably authorising us to complete such Release on the completion of the Permitted Disposal of the relevant Unit unless we are prohibited from doing so by paragraph 2 above.

We may revoke this Undertaking at any time by written notice to you and on service of such notice we shall cease to have authority to complete Releases on behalf of your client and shall return all such uncompleted Releases to you within two Business Days of such notice of revocation.

Yours faithfully

[•]

CHARGOR

**EXECUTED AS A DEED BY MILLER
HOMES LIMITED**

Director

acting by a director in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

JOYLE GRAHAM

MILLER HOUSE

2 LOCHSIDE VIEW

EDINBURGH EH12 9QH

CHARGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **HARLEX (RLP TIMPERLEY) LLP** acting by a member, in the presence of:

WITNESS

Signature:

Name:

Address:

**APPENDIX 1
BLANKET CONSENT TO ENABLE SIGNING OF RX4S**

[To be printed on letterhead of solicitors acting for the beneficiary of the restriction]

HM Land Registry

Dear Sirs

Registered Proprietor: [●]

Property: [●]

Title: [●]

The Beneficiaries: [●]

We refer to the restriction which is to be imposed on the [Title][title to the Property] (the **Restriction**) pursuant to a Legal Charge dated [●] and made between (1) [●] and (2) [●] (the **Legal Charge**).

We act on behalf of the Beneficiaries who are the only persons with the benefit of the Restriction.

Please take this letter as irrevocable confirmation on behalf of the Beneficiaries that, on provision of a certificate by [a conveyancer] [[●] or their conveyancer] pursuant to the Restriction confirming that the terms of [clause X/paragraph y] of the [Deed/Transfer/Agreement] have been complied with or that they do not apply to the disposition, the Restriction should not be carried forward on to the newly produced title of the disposition.

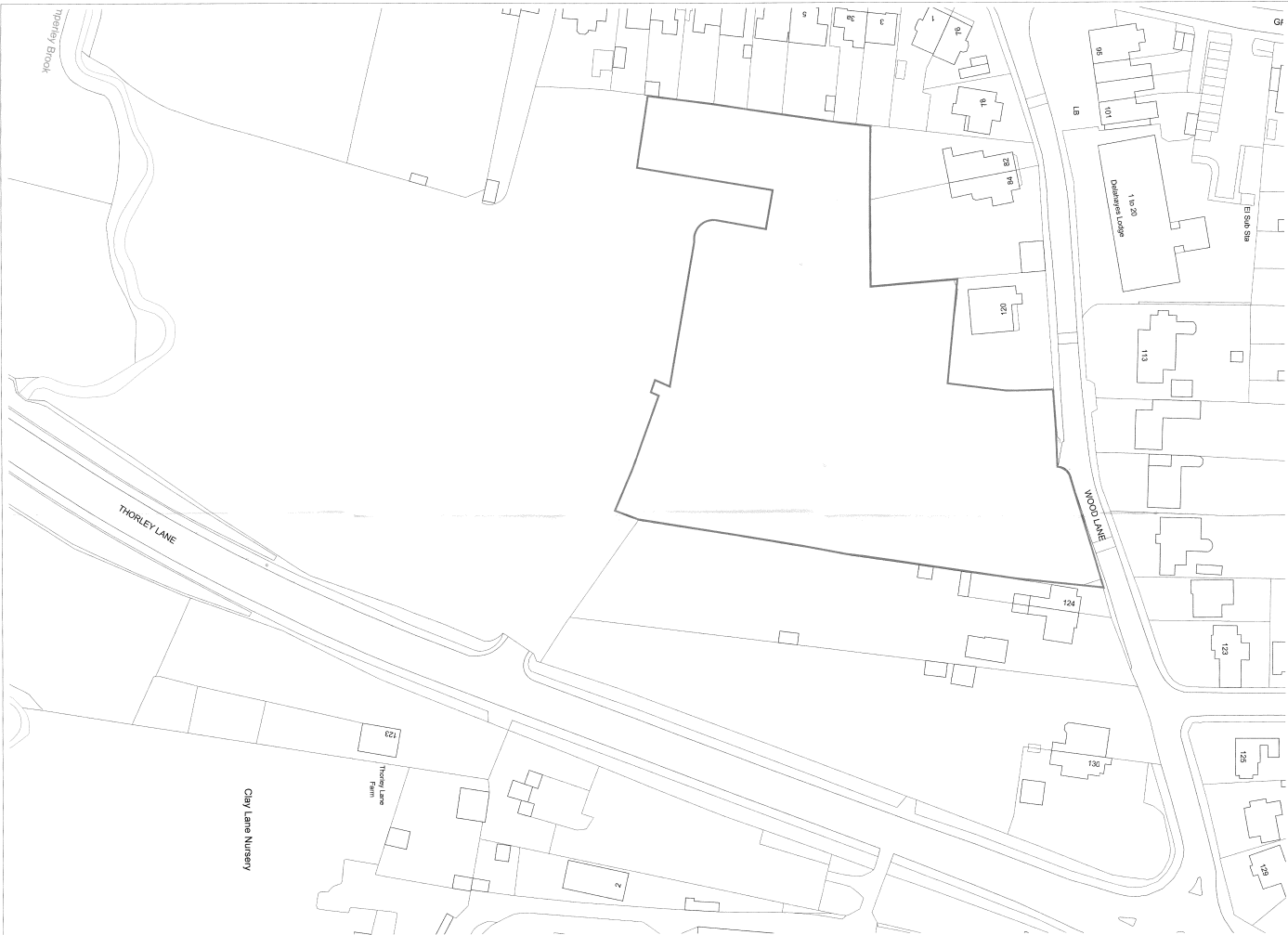
This letter is consent to the withdrawal of the Restriction for a Permitted Disposal as defined in the [Deed/Transfer/Agreement] and a consent for the purposes of box 10(B) of form RX4 to enable [housebuilder's name]'s conveyancer to sign the form RX4.

Yours faithfully

[●]

APPENDIX 2
CHARGE PLAN

millershomes



1:500 0 10 20 30 40 50m

DRAWING LEGEND: -

Indicates extent of future payment



Miller Homes Limited - North West Region
163 Dalton Avenue
Birchwood Park
Warrington
WA5 5FT

Telephone 0870 336 4700
www.millershomes.co.uk

LAND OF THORLEY LANE
FORMER WORLD OF PETS
STORE

CHARGE PLAN

Drawn By	Checked By	Authorised By
1:500	28.09.23	WOP-CP-01
28.09.23	WOP-CP-01	B

Original Sheet Size: A1 - To Not Scale From This Drawing

22 March

DATED _____ **2024**

- (1) **MILLER HOMES LIMITED**
- (2) **HARLEX (RLP TIMPERLEY) LLP**

LEGAL CHARGE (OF PART)
over land on the south side of Wood Land, Timperley

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DATE

22 March

2024**PARTIES**

- (1) **MILLER HOMES LIMITED** a company incorporated and registered in Scotland (registered number **SC255429**) whose registered address is at **Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH** (the **Chargor**); and
- (2) **HARLEX (RLP TIMPERLEY) LLP** a company incorporated and registered in England and Wales (registered number **OC423798**) whose registered address is at **Third Floor, Queensberry House, 3 Old Burlington Street, London, W1S 3AE** (the **Chargee**).

IT IS AGREED**1. DEFINITIONS AND INTERPRETATION**

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

Affordable Housing

housing which is subject to any restriction which has the effect of any one or more of the following:

- (a) limiting the prices at which land or housing units may be sold or let; or
- (b) controlling buyers, occupiers or tenure; or
- (c) carrying any subsidy for land or building cost; or
- (d) requiring land or housing units to be transferred to or managed by a local authority, registered social landlord, registered provider, society, association, charity or similar body;

whether the requirement for it is imposed by or agreed with the Local Planning Authority in connection with the Planning Permission or any Planning Obligation entered into in connection with the grant of the Planning Permission (or as subsequently varied) or the provision of land or housing units to be transferred to or managed by a local authority, registered social landlord, registered provider, society, association, charity or similar body at the discretion of the Chargor and affordable housing shall include any other scheme, tenure or restriction which falls within this meaning or which is designated as or intended to be affordable from time to time by the government;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Charged Assets

the Property;

Charge Plan

the plan or plans annexed to this legal charge at Appendix 2;

Chargee's Solicitors

such solicitor or solicitors that the Chargee or any one of them may nominate from time to time;

Chargor's Solicitors

Leanne Murray of Ship Canal House, 98 King Street, Manchester M2 4WU (ref: 052799.01066/LM)

Contract

the contract for sale of the freehold property known as land and buildings on the south side of Wood Lane, Timperley and dated 22 March 2024 and entered into between (1) the Chargee and (2) the Chargor;

Deferred Consideration

the sum of £6,250,000.00 (six million two hundred and fifty thousand pounds) plus any interest payable pursuant to the Contract;

Disposal

includes any sale or transfer or assent or a lease for a term in excess of 21 years or other disposal whatsoever including dedication or adoption and **Dispose** shall be interpreted accordingly;

Due Date

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

Encumbrance

a fixed mortgage or charge;

Estate

All that freehold land at Thorley Lane, Timperley registered at the Land Registry under title number GM738190;

Event of Default

- (a) the failure of the Chargor to pay all or any of the Secured Liabilities within 20 Business Days of the Due Date;
- (b) the Chargor is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under any applicable law), suspends (or threatens to suspend) making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (c) a moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
 - (ii) a composition, compromise, assignment, assignation or arrangement with any creditor of the Chargor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, trustee in bankruptcy, compulsory manager, judicial factor or other similar officer in respect of the Chargor or any of its assets;
 - (iv) enforcement of any security over the assets of the Chargor that would or is reasonably likely to adversely affect the ability of the Chargor to comply with its obligations under this legal charge; and
 - (v) enforcement of any security over the Charged Asset,

or any analogous procedure or step is taken in any jurisdiction. This limb (e) shall not apply to any winding-up petition presented on frivolous or vexatious grounds which is discharged, stayed or dismissed within 10 Business Days of commencement and before being advertised;

- (e) any expropriation, attachment, sequestration, diligence, distress or execution or analogous event affects any asset or assets of the Chargor and is not discharged within 10 Business Days; and
- (f) the making of a request by the Chargor for the appointment of a Receiver;

Expert

as defined in clause 18.1;

LPA

the Law of Property Act 1925;

Permitted Disposal

- (a) the Disposal dedication or adoption of any part of the Property or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure; and/or
- (b) the dedication/adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 Highways Act 1980; and/or
- (c) the Disposal of any part of the Property which is required to comply with the requirements of any Works Agreement; and/or
- (d) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure; and/or
- (e) the Disposal of the freehold reversion of any building or Unit on the Property which Unit has been the subject of a sale pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (f) the grant of a legal and/or equitable charge over the Property or any part or parts of it provided that it ranks in priority behind this legal charge and/or
- (g) any Disposal to an associated company of the Chargor where the Disposal is of a Unit or part of a Unit which has been constructed or is in the course of construction where the Disposal is made only to facilitate the Disposal by way of the grant of a lease of another Unit for example (but not limited to) Disposal by way of the grant of a lease of a garage under a coach house or of a first floor maisonette over a ground floor maisonette; and/or
- (h) any Disposal to a transferee or lessee of a Unit or Units which have been constructed or are in the course of construction pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (i) the grant or reservation of any rights or easements for the benefit of the Estate and/or the Property; and/or
- (j) a Disposal as Affordable Housing or land for Affordable Housing pursuant to a Release, subject to the payment of the Release Fee in accordance with clause 5 (Discharge); and/or
- (k) a garage erected or to be erected underneath a Unit;

Provided that such Permitted Disposal is in accordance with the Proposed Site Layout.

Planning Permission

the outline planning permission granted on appeal dated 22 February 2023 and any subsequent permission thereto or variation;

Planning Obligation

the Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 19 January 2023 made between (1) Harlex (RLP Timperley) LLP and (2) Trafford Borough Council and any variation thereto or supplemental agreement;

Projections

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

Proposed Site Layout

the layout of the proposed development shown on the plan or plans annexed to this legal charge at Appendix 3 or as varied pursuant to clause 11;

Property

the Property described in schedule 1;

Receiver

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

Release

a form DS3 or form DS1 or such other form as shall be appropriate to release (when dated) the Charged Assets or any interest in the Charged Assets or any part of parts of the Charged Assets from this legal charge;

Release Fee

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

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

Where:

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

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

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

X is the fee payable in pound sterling;

Reserved Matters Approval

the grant of reserved matters approval pursuant to the Planning Permission;

Secured Liabilities

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

Service Media

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

Services

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

Undertaking

the form of undertaking annexed at schedule 3;

Unit

a single dwelling (or the intended site of a single dwelling) including any curtilage together with associated private driveways, garage or access (being a house, flat, maisonette, bungalow or other construction intended for residential use) erected or to be erected on some part of the Property;

Works Agreement

all or any of the following as the case may be

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or 278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or
- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives; and
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The schedules form part of this legal charge and have the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though they were set out in this legal charge.

1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

- 1.6 The words **other, include, including** and **in particular** do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 Writing or written includes faxes but not e-mail unless otherwise specified in this legal charge.
- 1.8 Where a party is placed under a restriction in this legal charge, the restriction is to be deemed to include an obligation on that party not to permit infringement of the restriction.
- 1.9 Whenever a party is more than one person, all their obligations can be enforced against all jointly and against each individually.

2. **COVENANT TO PAY**

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract.

3. **CHARGES**

3.1 **Fixed Charges**

As a continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee charges by way of first legal mortgage the Property.

3.2 **Extent of Security**

It is agreed that this legal charge is intended to be the sole security which is held by the Chargee over the Charged Assets for the Secured Liabilities and that the Chargee will not take or exercise any other security (including any lien) over the Charged Assets unless the Chargor and the Chargee expressly agree otherwise in writing.

4. **RESTRICTIONS AND WORKS AGREEMENTS**

- 4.1 The Chargor agrees with the Chargee that it will not, without the Chargee's prior written consent Dispose or agree to Dispose of any Charged Assets charged by way of legal mortgage or fixed charge except if it is a Permitted Disposal or the Disposal of a Unit pursuant to a Release.
- 4.2 The Chargor consents to the Chargee applying to HM Land Registry in form RX1 to register the following restriction (in form P) against each of the titles specified in Schedule 1 or which is the subject of first registration of title:

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 22 March 2024 in favour of Harlex (RLP Timperley) LLP referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 4.1 of the charge dated 22 March 2024 in favour of Harlex (RLP Timperley) LLP have been complied with."

- 4.3 The Chargee shall within five Business Days (time being of the essence) of request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Chargor shall indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.
- 4.4 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Works Agreement, provided that the Works Agreement does not impose any liability on the Chargee.
- 4.5 The parties agree and confirm that it is not their intention that the Restriction referred to in clause 4.2 above is carried forward on to the titles created on the registration of Permitted Disposals. The Chargee confirms that it is the only party with the benefit of the Restriction and irrevocably consents on behalf of itself and its successors in title and assigns (where

applicable) to the Chargee or its solicitors applying to the Land Registry for the removal of the Restriction from the titles to Permitted Disposals.

4.6 The Chargee confirms that this is a consent for the purposes of Rule 98 of the Land Registration Rules 2003.

4.7 On completion the Chargee will procure that its solicitors will provide to the Chargor a blanket consent in the form set out in Appendix 1 as may be required by the Land Registry for the registration of Permitted Disposals.

5. **DISCHARGE**

5.1 Within five (5) Business Days after the payment of the Deferred Consideration in full and all other sums due under this legal charge the Chargee will give to the Chargor such form of Release as shall be appropriate to release the whole of the Charged Assets remaining subject to this Charge from this Charge and the restriction created pursuant to clause 4.2 (together with any relevant HM Land Registry form(s)).

5.2 The Chargor may at any time or times in advance of payment of the Deferred Consideration by not less than five (5) Business Days' notice to the Chargee request the issue of Releases executed by the Chargee for such parts of the Charged Assets as the Chargor may require, such request to be accompanied by the form of Release required to be executed and payment to the Chargee of the Release Fee by way of cleared funds. Each payment of a Release Fee shall be treated as part payment of the Deferred Consideration and reduce the amount due to the Chargee on the date for payment of the Deferred Consideration.

5.3 The Chargee agrees to execute Releases for Permitted Disposals and agrees to deliver the same within ten Business Days of receipt of request from the Chargor provided that any such request shall include the form of Release required to be executed and the Release fee has been paid in full.

5.4 If the Chargee fails to execute any Release or issue any certificate or consent to deal with the Restriction or to complete any relevant HM Land Registry forms to remove the Restriction from the Proprietorship Register of the Property in accordance with its obligations in clauses 5.1 to 5.3 (inclusive), the Chargee hereby irrevocably appoints the Chargor its attorney by way of security to execute the relevant Release.

5.5 On the date of this legal charge the Chargor's Solicitors will give to the Chargee or the Chargee's Solicitors an undertaking in the form of the Undertaking.

5.6 On the date of this legal charge the Chargee will give to the Chargor's Solicitors a duly executed Release in respect of each Unit intended to be constructed on the Property to be held strictly pursuant to the terms of the Undertaking.

5.7 If the number of Units permitted to be constructed on the Property changes the Chargee will issue to the Chargor's Solicitors or the Chargor's Solicitors will return to the Chargor the appropriate Releases so that the Chargor's Solicitors hold a duly executed Release for each Unit then permitted to be constructed but at that time unsold.

6. **REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Chargee that:

6.1 **Incorporation**

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets;

6.2 **Authority**

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

6.3 **Obligations binding**

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

7. **ENFORCEMENT OF SECURITY**

The security constituted by this legal charge shall become enforceable 10 Business Days after the Chargee provides the Chargor with written notice that an Event of Default has occurred and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this legal charge, shall be exercisable. After the security constituted by this legal charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the security constituted by this legal charge in such manner as it sees fit.

8. **NEGATIVE PLEDGE**

The Chargor covenants with the Chargee that, during the continuance of the security created by this legal charge, it shall not without the prior written consent of the Chargee:

- 8.1 create or permit to subsist any Encumbrance upon any of the Charged Assets; or
- 8.2 dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets except by way of a Permitted Disposal and/or the Disposal of a Unit that is the subject of a Release.

9. **APPOINTMENT AND POWER OF RECEIVER**

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

- 9.1.1 appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 9.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

- 9.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

10. **GRANT OF EASEMENTS**

- 10.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this legal charge, the Chargor will (at its own cost) on demand enter into such deed of easement as the Chargee reasonably requires to grant to the purchaser or other donee the rights set out in schedule 2 and such other rights as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development) and the Chargor will (at its own cost) on demand enter into such adoption agreements and deeds of easements as the Chargee or the relevant utilities supplier may require in respect of the Services.
- 10.2 If the Chargor fails to execute any deed of easement or adoption agreement in accordance with its obligations in clause 10.1, the Chargor irrevocably appoints the Chargee its attorney by way of security to execute the relevant deed.
- 10.3 If when the Chargee requires the Chargor to comply with its obligations in clause 10.1, the Chargor requires rights over the Property for the benefit of the Estate or any part of it, the Chargee will (at the Chargee's cost) enter in such deed of easement and adoption agreements as the Chargor or its successors in title or the relevant utilities suppliers may reasonably require for the beneficial use (including but not limited to use for residential development) and enjoyment of the Estate and every part of it.
- 10.4 If the Chargee fails to execute any deed of easement or adoption agreement in accordance with its obligations in clause 10.3, the Chargee irrevocably appoints the Chargor its attorney by way of security to execute the relevant deed.
- 10.5 If the Chargee exercises its powers of sale of the Property pursuant to the powers conferred by this legal charge the Chargor shall promptly following written demand pay to the Chargee

all costs and expenses reasonably and properly incurred by the Chargee in constructing or procuring the construction and adoption of any roads and Service Media (together with all associated easements) in each case as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development).

11. VARIATION OF THE CHARGED ASSETS

11.1 Following the grant of the Reserved Matters Approval where there has been any amendments or variations made to the Proposed Site Layout the Chargor may submit a request in writing (including a proposed plan) to the Chargee to amend the extent of the Property that is charged under this legal charge (**Revised Property Plan**) for approval by the Chargee (such approval not to be unreasonably withheld or delayed, save for it shall be reasonable for the Chargee to withhold its consent where the Revised Property Plan does not include the access road providing access to the Charged Assets to and from the public adopted highway).

11.2 Within 10 Business Days following receipt of the iteration of the Revised Property Plan pursuant to clause 11.1 the Chargee (acting reasonably) shall in writing either:

11.2.1 confirm its approval to the latest form of the draft Revised Property Plan; or

11.2.2 confirm that the latest form of the draft Revised Property Plan is not approved together with written reasons.

11.3 If no response is received pursuant to clause 11.2 then the Chargee shall be deemed to have approved the request.

11.4 The Chargor shall promptly provide the Chargee with any further information the Chargee may reasonably request in relation to the revised extent of the Charged Assets to assist the Chargee in complying with clause 11.2 and the Chargee will at all times act reasonably and without delay in giving or withholding its approval and, subject to clause 11.1, it shall not be reasonable for the Chargee to withhold its approval where the value of the land within the Revised Property Plan is in aggregate equal to or greater than a sum equal to the Secured Liabilities remaining owing by the Chargor.

11.5 The Chargor and the Chargee will do all such acts and execute and complete all such documents as shall be reasonably necessary to effect the release of those parts of the Estate no longer to be included within the Charged Assets and the imposition of the revised security in respect of the Secured Liabilities (including if necessary the execution completion and registration of a new or supplemental legal charge) over those parts of the Estate which are to be within the Charged Asset within 10 Business Days (or such longer period as the Chargee (acting reasonably) may agree) of the Revised Property Plan being agreed or determined pursuant to this legal charge provided that the Chargee shall only be obliged to deliver the Release on terms that it cannot be submitted to the Land Registry prior to registration of the new or supplemental legal charge.

11.6 Subject to clause 11.3, any dispute between the Chargor and the Chargee arising in relation to this clause 11 is to be determined by an Expert pursuant to clause 18.

12. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

13. ASSIGNMENT AND TRANSFER

The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this legal charge or any of its rights under this legal charge or purport to do any of the same without the prior written consent of the other party.

14. **THIRD PARTY RIGHTS**

- 14.1 Subject to clause 14.2, a person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge. No party to this legal charge may hold itself out as trustee of any rights under this legal charge for the benefit of any third party unless specifically provided for in this legal charge. This clause 14.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person.

15. **NOTICES**

- 15.1 Any notice given under this legal charge shall be in writing and signed by or on behalf of the party giving it.
- 15.2 Any notice to be given under this legal charge shall be given by delivering it by hand, or by commercial courier, or sending it by prepaid recorded delivery first class post or other next Business Day delivery service:
- 15.2.1 to the Chargee at: Third Floor, Queensberry House, 3 Old Burlington Street, London, W1S 3AE, marked for the attention of Chris Button;
 - 15.2.2 to the Chargor at:
 - (a) its registered office address for the time being, marked for the attention of the company secretary; and
 - (b) Miller Homes, 103 Dalton Avenue, Birchwood Park, Warrington, WA3 6YF or such other address notified in writing to the Chargee from time to time after the date of this legal charge, marked for the attention of the Land Director.
- 15.3 In the absence of evidence of earlier receipt and subject to clause 15.4, a notice served in accordance with clause 15.2 shall be deemed to have been received:
- 15.3.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 15.2; or
 - 15.3.2 if delivered by commercial courier, on the date and at the time (if given) that the courier's delivery receipt is signed; or
 - 15.3.3 if delivered by prepaid recorded delivery first class post or other next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting.
- 15.4 If deemed receipt under clause 15.3 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.
- 15.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a pre-paid recorded delivery first class letter or by another next Business Day delivery service, as the case may be.
- 15.6 A notice to be given under this legal charge shall not be validly given if sent by fax or email.

16. **GENERAL**

- 16.1 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 16.2 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 16.3 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 16.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 16.4 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 16.5 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 16.6 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
- 17. GOVERNING LAW AND JURISDICTION**
- 17.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 17.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.
- 18. DISPUTES**
- 18.1 Any dispute or disagreement between the parties relating to this legal charge (save in respect of any matters relating to the legal construction and/or interpretation of this legal charge which will be dealt with by a court of competent jurisdiction) will be referred to a person having appropriate professional qualifications and experience in such matters (the "**Expert**") appointed jointly by the parties or, in default of agreement between the parties within 10 Business Days of the decision to make a referral to the Expert, by the President for the time being of the Royal Institution of Chartered Surveyors (or on his behalf) on the application of any party and the following provisions will apply to the Expert:
- 18.1.1 the Expert will act as an expert and not as an arbitrator;
 - 18.1.2 the decision of the Expert will be final and binding upon the parties save in the case of manifest error or a mistake in the law;
 - 18.1.3 the charges and expenses of the Expert will be borne equally between the parties or in such other proportions as the Expert may direct;
 - 18.1.4 the Expert will give the parties an opportunity to make representations to him before making his decision;
 - 18.1.5 the Expert will be entitled to obtain opinions from others if he so wishes;
 - 18.1.6 the Expert will make his decision on matters of valuation within the range of any representations made by the parties;
 - 18.1.7 the Expert will give reasons for his decision and where this relates to valuation matters this will be supported by appropriate valuation evidence;

- 18.1.8 the expert will prepare a written decision; and
- 18.1.9 the Expert will comply with any time limits or other directions agreed by both parties on or before his appointment and the parties hereby agree that any decision in respect of the determination of the Price shall be made within 40 Business Days of the referral.

IN WITNESS whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

SCHEDULE 1

THE PROPERTY

The land at Thorley Lane, Timperley shown edged red on the Charge Plan being part of the land comprised in title number GM738190.

SCHEDULE 2

RIGHTS

1. The following rights over the Estate in common with the Chargor and all others who have such or similar rights:
 - 1.1 a pedestrian and vehicular right of way over the Estate at all times and for all purposes to gain access to and from the Property from the nearest adopted highway, provided that the Chargor (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised;
 - 1.2 to enter the Estate to make connections to the Service Media in the Estate and to install additional Service Media in the Estate;
 - 1.3 to the supply of Services to and from the Property by means of the Service Media in the Estate;
 - 1.4 to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Service Media;
 - 1.5 to keep and use Projections incidental to any building erected on the Property which overhang or protrude beneath the Estate;
 - 1.6 of support and protection afforded by the Estate for any building erected on the Property.
2. All rights to enter are subject to the following conditions:
 - 2.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 2.2 entry shall not be exercised over the curtilage of any Units;
 - 2.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 2.4 entry can be exercised with and without workmen and appliances if necessary;
 - 2.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done as soon as reasonably possible;
 - 2.6 the route of any additional Service Media to be laid shall first be agreed by the Chargor or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

SCHEDULE 3 UNDERTAKING

[•]
[•]

Date [•]
Our ref: [•]
Direct tel: [•]
Direct fax: [•]
E-mail: [•]

Dear Sirs

Land at [•] (Property)

We refer to a Legal Charge (**Legal Charge**) dated [•] made between (1) [•] ([•]) and (2) [•] ([•]) in respect of the Property.

Expressions in this letter with capital letters shall have the same meaning as those corresponding expressions as set out in the Legal Charge.

This letter is the Undertaking referred to in clause [5.6] of the Legal Charge. It is enforceable by your client or yourselves but not so as to duplicate our liability.

We undertake:

1. that on receipt of the forms DS3 (**Releases**) from you or your client in respect of the Units constructed or to be constructed within the Property (as defined in the Legal Charge) to hold them pending completion of the Permitted Disposal of the relevant Unit on the terms set out in this letter; and
2. not to complete the Release in respect of any Unit unless the Permitted Disposal of the relevant Unit has completed.

This undertaking is given on the basis that by delivering a Release to us you are irrevocably authorising us to complete such Release on the completion of the Permitted Disposal of the relevant Unit unless we are prohibited from doing so by paragraph 2 above.

We may revoke this Undertaking at any time by written notice to you and on service of such notice we shall cease to have authority to complete Releases on behalf of your client and shall return all such uncompleted Releases to you within two Business Days of such notice of revocation.

Yours faithfully

[•]

CHARGOR

EXECUTED AS A DEED BY MILLER

HOMES LIMITED

Director

acting by a director in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

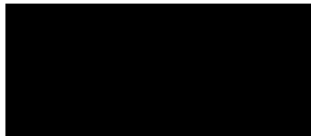
CHARGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **HARLEX (RLP TIMPERLEY) LLP** acting by a member, in the presence of:



WITNESS

Signature:



Name: Alice Bingham

Address: 3 old Burlington st

London

W1S 3AE

**APPENDIX 1
BLANKET CONSENT TO ENABLE SIGNING OF RX4S**

[To be printed on letterhead of solicitors acting for the beneficiary of the restriction]

HM Land Registry

Dear Sirs

Registered Proprietor:[•]

Property: [•]

Title: [•]

The Beneficiaries: [•]

We refer to the restriction which is to be imposed on the [Title][title to the Property] (the **Restriction**) pursuant to a Legal Charge dated [•] and made between (1) [•] and (2) [•] (the **Legal Charge**).

We act on behalf of the Beneficiaries who are the only persons with the benefit of the Restriction.

Please take this letter as irrevocable confirmation on behalf of the Beneficiaries that, on provision of a certificate by [a conveyancer] [[•] or their conveyancer] pursuant to the Restriction confirming that the terms of [clause X/paragraph y] of the [Deed/Transfer/Agreement] have been complied with or that they do not apply to the disposition, the Restriction should not be carried forward on to the newly produced title of the disposition.

This letter is consent to the withdrawal of the Restriction for a Permitted Disposal as defined in the [Deed/Transfer/Agreement] and a consent for the purposes of box 10(B) of form RX4 to enable [housebuilder's name]'s conveyancer to sign the form RX4.

Yours faithfully

[•]

APPENDIX 2

CHARGE PLAN



 Indicates extent of future payment

FI	Items amended to include PDS and results	AL	13.11.20
A	Items of change plans amended	MD	20.10.20
File	Description	Drawn	Date

Project Title
LAND OF THORLEY LANE
FORMER WORLD OF PETS
STORE

Drawing Title
CHARGE PLAN

State	Expiry By	Checkability	Authenticity
1:500	JL	JH	
Date 28.09.23	Date	Date	
Job No	Ordering No	Provider	
#	WOP-CP-01	B	