

MG01

Particulars of a mortgage or charge

✓ 027772113

Oyez

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is not for**  
You cannot use this  
particulars of a charge  
company. To do this,  
form MG01s

TUESDAY



LD3 03/05/2011 115  
COMPANIES HOUSE

ase  
uk

**1 Company details**

Company number 0 7 4 4 4 1 8 0

Company name in full Emerald Shared Equity Limited

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 01 08 2011

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A fixed and floating charge dated 18 April 2011 and made between Emerald  
Shared Equity Limited (**Miller SPV**) and Ludgate Hill Developments Limited  
(the **Company**) (the **Security Agreement**)

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured Any and all present and future sums, liabilities  
and obligations (actual or contingent whether owed  
solely or jointly with any other person and whether  
as principal or surety) owing, payable or incurred  
by Miller SPV to the Company in any currency under  
the New Shared Equity Agreement

All capitalised terms used shall have the meaning  
given to them in the attached continuation pages  
unless defined elsewhere in this Form MG01

**Continuation page**

Please use a continuation page if  
you need to enter more details

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### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name Ludgate Hill Developments Limited

Address c/o KPMG LLP, ST James' Square,  
Manchester

Postcode M 2 6 D S

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

#### 1 FIXED CHARGE

1 1 Under the Security Agreement, Miller SPV charged by way of first fixed charge all of its rights, title and interest from time to time in and to the Miller Account.

#### 2 FLOATING CHARGE

2 1 Under the Security Agreement, Miller SPV charged by way of floating charge subject to the MHL Security Interest all its present and future undertaking and assets of whatever type and wherever located The floating charge so created is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 of the Insolvency Act 1986

#### 3 NEGATIVE PLEDGE

3 1 The Security Agreement contains a negative pledge which states that, subject to and save as otherwise permitted in the Transaction Documents, Miller SPV may not create or permit to subsist any Security Interest on any of the Security Assets except for any Security Interest created pursuant to the Security Agreement and the MHL Security Interest.

(Please see continuation page for further details of short particulars)




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## Particulars of a mortgage or charge

<b>7</b>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Commission allowance or discount</p> <p>Not applicable</p>	
<b>8</b>	<p><b>Delivery of instrument</b></p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
<b>9</b>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X Freshfields Bruchhaus Deringer LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or charge

 <b>Presenter information</b>	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Kathryn Bruce
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
 <b>Certificate</b>	
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.	
 <b>Checklist</b>	
<b>We may return forms completed incorrectly or with information missing</b>	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

 <b>Important information</b>	
Please note that all information on this form will appear on the public record.	
 <b>How to pay</b>	
A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
Make cheques or postal orders payable to 'Companies House'.	
 <b>Where to send</b>	
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

 <b>Further information</b>	
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### 4 FURTHER ASSURANCES

4 1 Under the Security Agreement, Miller SPV has provided further assurances that it shall, at its own expense, take whatever action the Company or a Receiver may reasonably require or consider expedient for

- (a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,
- (b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event,
- (c) creating and perfecting security in favour of the Company over the assets of Miller SPV located in any jurisdiction outside England and Wales, or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Company or any Receiver in respect of any Security Asset

4 2 The actions contemplated in paragraph 4 1 above expressly include the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Company or to its nominee and the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Company may think expedient

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## 6 Short particulars of all the property mortgaged or charged

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Short particulars

Defined terms

**Development Management Agreement** means the agreement dated 4 April 2011 between the Company (1), Miller Homes Limited (2), and The Miller Group Limited (3) in relation to the provision by Miller Homes Limited of certain development management services, as amended, varied or supplemented from time to time

**Enforcement Event** means the breach by the Chargor of any of the provisions of the New Shared Equity Agreement,

**Miller Account** means a bank account held with Bank of Scotland plc in the name of Miller SPV with account number 06166829 and sort code 80-20-00, over which security has been created pursuant to the Security Agreement,

**Miller Shared Equity Agreement** means a shared equity agreement in a form to be agreed by the the Company and Miller SPV (acting reasonably) which has been entered into after 18 April 2011 between Miller SPV and a borrower in accordance with the New Shared Equity Agreement, and includes, where the context so permits, the second legal charges entered into pursuant to such shared equity agreements

**MHL Security Interest** means any Security Interest created under or pursuant to the security agreement dated 18 April 2011 between Miller SPV, McInerney Homes Limited (in administration) and Richard Heis, Pual Dumbell and Brian Green as joint administrators of McInerney Homes Limited (in administration),

**New Shared Equity Agreement** means the agreement dated 18 April 2011 between the Company and Miller SPV in relation to the provision and management of Miller Shared Equity Agreements and the application of any proceeds derived therefrom,

**Receiver** means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver,

**Security Assets** means all the assets and undertaking of Miller SPV from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement,

**Security Interest** means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement trust or arrangement (including a right of set-off or contribution) having a similar effect,

**Transaction Documents** means the Development Management Agreement and the New Shared Equity Agreement.



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7444180  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18  
APRIL 2011 AND CREATED BY EMERALD SHARED EQUITY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM MILLER SPV TO LUDGATE HILL DEVELOPMENTS  
LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
3 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2011

*Df*



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**