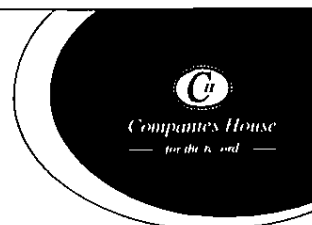


# MG02s

## Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland



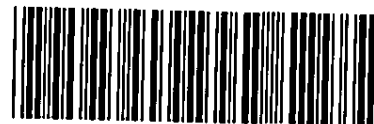
☒ **What this form is for**

You may use this form to register a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland.

☒ **What this form is NOT for**

You cannot use this form to register a statement of satisfaction in part of a mortgage or charge on an England and Wales or Northern Ireland company. To do this, please use form MG02.

TUESDAY



\*SPNX8ZGO\*

SCT 22/11/2011 509

COMPANIES HOUSE

For official use

### 1 Company details

Company number **S C 1 9 2 0 8 2**  
Company name in full **Miller Cromdale (Old Ford Road) Limited**

**→ Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Creation of charge

Date charge created **d 0 2 m 0 2 y 2 0 y 1 0**  
Description **1** **Assignment of building contract dated 27 January 2010 and perfected by intimation on 2 February 2010.**  
Date of registration **2 3 m 0 2 y 2 0 y 1 0**

**1** You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Standard security'.

**2** The date of registration may be confirmed from the certificate.

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders.

Name **Anglo Irish Asset Finance plc**  
Address **Capital House, 2 Festival Square, Edinburgh**

Postcode **E H 3 9 S U**

Name

Address

Postcode

Name

Address

Postcode

**Continuation page**

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

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

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

Short particulars

See continuation sheet.

5

### Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full.  
☐ In part.

① Please tick one box only.

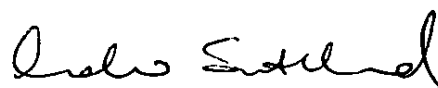
6

### Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge.

## MG02s

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### Presenter information

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. The contact information you give will be visible to searchers of the public record.

Contact name **Company Secretary**

Company name **The Miller Group Limited**

Address **Miller House, 2 Lochside View**

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 1 2 9 D H**

Country

DX

Telephone **0870 336 5000**



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form.



### Important information

**Please note that all information on this form will appear on the public record.**



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
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).

**For companies registered in Northern Ireland:**  
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.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

# MG02s - continuation page

## Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland

<b>4</b>	<b>Short particulars of all the property charged</b>	
	Please give the short particulars of the property charged.	
Short particulars	<p>1. Grant of security</p> <p>1.1 Nature of security</p> <p>All Security Interests and dispositions created or made by or pursuant to the Charge are created or made:</p> <p>1.1.1 in favour of the Lender; and</p> <p>1.1.2 as continuing security for payment of the Secured Obligations.</p> <p>1.2 Assignment</p> <p>The Assignor as continuing security for payment of the Secured Obligations assigns and agrees to assign all its right, title and interest, present and future, in and to the Building Contract and all rights and remedies in connection with the Building Contract and all proceeds and claims arising from the Building Contract.</p> <p>1.3 Retrocession on redemption</p> <p>Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Assignor, take whatever action is necessary to reassign (without recourse or warranty) the Building Contract to the Assignor or to such other person as the Assignor shall direct for such purpose.</p> <p>2. Continuing security</p> <p>2.1 Continuing security</p> <p>The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>2.2 Additional and separate security</p> <p>The Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.</p> <p>3. Undertakings by the Assignor</p> <p>3.1 Restrictions on dealing</p> <p>The Assignor shall not do nor agree to do any of the following without the prior written consent of the Lender:</p> <p>3.1.1 create or permit to subsist any Security Interest on the Building Contract other than:</p> <p>3.1.1.1 as created by the Charge; or</p>	

# MG02s - continuation page

## Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>3.1.1.2 as permitted by the Facility Agreement; or</p> <p>3.1.2 sell, transfer or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Building Contract.</p> <p>4. Further assurances</p> <p>4.1 Further action</p> <p>The Assignor shall, at its own expense, promptly take whatever action the Lender may require for:</p> <p>4.1.1 creating, perfecting, maintaining or protecting the Security Interests intended to be created by the Charge; and</p> <p>4.1.2 facilitating the realisation of the Security or the exercise of any right, power or discretion exercisable by the Lender or any delegate or sub-delegate in respect of the Security,</p> <p>including the execution of any transfer, assignation or assurance whether to the Lender or to its nominees, the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender or any delegate or sub-delegate may think expedient.</p> <p>4.2 Terms of new security</p> <p>Any security document required to be executed by the Assignor pursuant to clause 9.1 (a) of the Charge shall not contain terms and conditions which are more onerous than those contained in the Charge.</p> <p>5. Power of attorney</p> <p>The Assignor, by way of security, irrevocably appoints the Lender and any of its delegates or sub-delegates to be its attorney to take any action which the Assignor is obliged to take under the Charge and which the Assignor has failed to take, including under clause 9 of the Charge (Further assurances). The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 11 of the Charge (Power of attorney).</p> <p>Definitions:-</p> <p>"Account Bank" means The Royal Bank of Scotland plc and each other bank with which any Bank Account is held from time to time;</p> <p>"Architects" means Cumming &amp; Co (Aberdeen) Limited (Company Number SC248131) of 6 Castlehill, Aberdeen AB11 5GJ or such other firm of architects as may be from time to time engaged in connection with the Development with the consent of the Lender (acting reasonably);</p> <p>"Assignment of Bank Accounts" means an assignment by the Assignor in favour of the Lender in respect of the Rent Account and Tax Account;</p> <p>"Assignment of Rents" means an assignment of rental income in respect of the Property entered into by the Assignor in favour of the Lender dated on or around the date of the Facility Agreement;</p>

## MG02s - continuation page

Statement of satisfaction in full or in part of a fixed charge for a  
company registered in Scotland

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

"Bank Accounts" means the Rent Account and the Tax Account or any other account or accounts opened by or on behalf of the Assignor pursuant to the Facility Agreement.

"Building Contract" means the building contract dated 13 and 18 August 2008 between the Assignor and the Building Contractor;

"Building Contractor" means Mansell Construction Services Limited (Company Number 01197246) of Roman House, Grant Road, Croydon CR9 6BU;

"Capital Guarantee" means the capital guarantee granted by the Guarantors in favour of the Lender dated on or around the date of the Charge;

"Civil and Structural Engineer" means Massie Reid Limited (Company Number SC239990) of Leadside House, 62 Leadside Road, Aberdeen AB25 1TW;

"Collateral Warranties" means collateral warranties (including step-in rights) duly executed by the Building Contractor or the relevant member of the Professional Team (as appropriate), each such collateral warranty to incorporate acceptable step-in rights and otherwise be in form and substance acceptable to the Lender (acting reasonably);

"Development" means the development of the Freedom House Property being approximately 31,000 square foot gross internal area Grade A office space;

"Facility Agreement" means the facility agreement dated on or around the date of the Charge and entered into between the Assignor and the Lender, pursuant to which the Lender made available to the Assignor a term loan facility as amended, supplemented, novated and/or replaced from time to time;

"Finance Documents" means:

- (a) the Facility Agreement;
- (b) the Security Documents;
- (c) any Hedging Documents
- (d) the notices of charge or intimations given pursuant to and as contemplated by the Security Documents and the acknowledgements thereto; and
- (e) all agreements and other documents entered into from time to time pursuant to any of the foregoing;

"Floating Charge" means a floating charge by the Assignor in favour of the Lender in agreed form on or around the date of the Facility Agreement;

"Guarantees" means (i) the interest shortfall guarantee dated on or around the date of the Charge and (ii) the Capital Guarantee, in each case provided or to be provided by the Guarantors in favour of the Lender;

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Guarantors" means:

(a) Miller Developments Holdings Limited, Company Number 0849553; and

(b) Cromdale Limited, Company Number SC125675

(each a "Guarantor");

"Hedging Arrangement" means any interest hedging arrangement entered into or to be entered between the Assignor and the Lender and/or the Lender's Group in connection with the Facility Agreement;

"Hedging Documents" means the form of ISDA master agreement, schedule and associated confirmations used from time to time by the Lender and/or the Lender's Group for entities like the Assignor together with all other documents referred to in, or supplemental to, such Hedging Arrangement;

"Lender's Group" means any company which is a member of the same group of companies as Anglo Irish Bank Corporation Limited;

"Professional Team" means the Architect, the Quantity Surveyor, the Civil and Structural Engineer and such other parties satisfactory to the Lender (acting reasonably) to be engaged by the Building Contractor and/or the Assignor (as the case may be) in relation to the design and/or supervision of the Development;

"Quantity Surveyor" means Murray Montgomery Partnership of Belgrave House, 7 Belgrave Terrace, Aberdeen or any replacement thereof approved in writing by the Lender (acting reasonably);

"Rent Account" means the rent account held at the Account Bank maintained by the Assignor pursuant to clause 9.1 of the Facility Agreement (Maintenance);

"Security" means the Security Interests created by or pursuant to the Charge;

"Security Documents" means the Standard Security, the Floating Charge, the Guarantees, the Charge, the Assignment of Rents, the Assignment of Bank Accounts, the Collateral Warranties, the Subordination Deed and all and any other documents securing all monies due to and to become due to the Lender from the Assignor and any other documents from time to time created in the Lender's favour by any person as security for the obligations of the Assignor to the Lender under the Finance Documents;

"Security Interest" means any standard security, mortgage, pledge, lien, charge, assignment, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Security Period" means the period beginning on the date of the Charge and ending on the date upon which the Lender is satisfied that all the Secured Obligations which have arisen have been unconditionally and irrevocably paid and discharged in full;

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Shareholders" means The Miller Group Limited and Cromdale Limited;

"Standard Security" means a standard security by the Assignor in favour of the Lender in respect of the Property dated on or around the date of the Facility Agreement;

"Subordination Deed" means the letter of postponement between the Shareholders, the Lender and the Assignor in respect of the subordination of any shareholder loans to the Assignor;

"Tax Account" means the tax account held at the Account Bank maintained by the Assignor pursuant to clause 9.1 of the Facility Agreement (Maintenance).