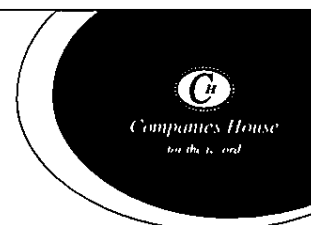


MG02s

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



SPNX5ZGL

SCT

22/11/2011

512

COMPANIES HOUSE

1	Company details	<div style="border: 1px solid black; padding: 2px;"> <div style="text-align: center;">9 For official use</div> <p>→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *</p> </div>				
<table style="width: 100%;"> <tr> <td style="width: 20%;">Company number</td> <td>S C 1 9 2 0 8 2</td> </tr> <tr> <td>Company name in full</td> <td>Miller Cromdale (Old Ford Road) Limited</td> </tr> </table>			Company number	S C 1 9 2 0 8 2	Company name in full	Miller Cromdale (Old Ford Road) Limited
Company number	S C 1 9 2 0 8 2					
Company name in full	Miller Cromdale (Old Ford Road) Limited					

2	Creation of charge	<p>① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Standard security'.</p> <p>② The date of registration may be confirmed from the certificate.</p>						
<table style="width: 100%;"> <tr> <td style="width: 20%;">Date charge created</td> <td>d 0 2 m 0 2 y 2 0 1 0</td> </tr> <tr> <td>Description ①</td> <td>Assignment of bank accounts dated 27 January 2010 and perfected by intimation on 2 February 2010.</td> </tr> <tr> <td>Date of registration ②</td> <td>d 2 3 m 0 2 y 2 0 1 0</td> </tr> </table>			Date charge created	d 0 2 m 0 2 y 2 0 1 0	Description ①	Assignment of bank accounts dated 27 January 2010 and perfected by intimation on 2 February 2010.	Date of registration ②	d 2 3 m 0 2 y 2 0 1 0
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Description ①	Assignment of bank accounts dated 27 January 2010 and perfected by intimation on 2 February 2010.							
Date of registration ②	d 2 3 m 0 2 y 2 0 1 0							

3	Name and address of chargee(s), or trustee(s) for the debenture holders	<p>Continuation page Please use a continuation page if you need to enter more details.</p>																		
<p>Please give the name and address of the chargee(s), or trustee(s) for the debenture holders.</p>																				
<table style="width: 100%;"> <tr> <td style="width: 20%;">Name</td> <td>Anglo Irish Asset Finance plc</td> </tr> <tr> <td>Address</td> <td>Capital House, 2 Festival Square, Edinburgh</td> </tr> <tr> <td>Postcode</td> <td>E H 3 9 S U</td> </tr> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Postcode</td> <td></td> </tr> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Postcode</td> <td></td> </tr> </table>			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	
Name	Anglo Irish Asset Finance plc																			
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MG02s

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4

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

John Smith

X

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

MG02s

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



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 or email 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

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4

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1. Grant of security

1.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Charge are created or made:

1.1.1 in favour of the Lender; and

1.1.2 as continuing security for payment of the Secured Obligations.

1.2 Assignment

The Assignor assigns and agrees to assign absolutely (subject to a proviso for retrocession on redemption) all its present and future right, title and interest in and to the Security Assets.

2. Continuing security

2.1 Continuing security

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.

2.2 Additional and separate security

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.

3. Restrictions on dealing

3.1 Negative pledge

Unless expressly permitted to do so under the Finance Documents, the Assignor will not do or agree to do any of the following without the prior written consent of the Lender:

3.1.1 create or permit to subsist any Security Interest on the Accounts or Account Balance; or:

3.1.2 sell, transfer, lease, lend 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 Accounts or Accounts Balance.

3.2 No withdrawals

Other than pursuant to the Finance Documents, the Assignor will not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of an Account Balance without the prior written consent of the Lender. The Lender shall be entitled in its absolute discretion to refuse to permit any other withdrawals or transfers.

MG02s - continuation page

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4	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>4. Further assurances</p> <p>The Assignor shall, at its own expense, promptly take whatever action the Lender may require for:</p> <p>4.1 creating, perfecting or protecting the Security Interests intended to be created by the Charge; and</p> <p>4.2 facilitating the realisation of the Security Asset or the exercise of any lawful right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of the Security, including the execution of any transfer, conveyance, assignment, assignation or assurance of any property 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 case, the Lender may think expedient.</p> <p>5. Power of attorney</p> <p>The Assignor, by way of security, irrevocably and severally appoints the Lender and any of its delegates or sub-delegates, subsequent to an Event of Default, to be its attorney to take any action which the Assignor is obliged to take under the Charge, including under clause 16 of the Charge (Further assurances). The Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 17 of the Charge (Power of attorney).</p> <p>Definitions:-</p> <p>"Account Balance" means all monies at any time standing to the credit of each Account; and</p> <p>(a) all interest at any time accrued or accruing on such monies; and</p> <p>(b) all rights to repayment of any of the same;</p> <p>and</p> <p>(i) all additions to or renewals or replacements of such accounts (in whatever currency) and all investments made out of the same;</p> <p>(ii) all rights, benefits and proceeds in respect of such accounts (including interest and rights to repayment of any monies standing to the credit of such accounts);</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>"Accounts" means:</p> <p>(a) the rent account as further detailed in the Charge, held with the Account Bank (the "Rent Account"); and</p> <p>(b) the tax account as further detailed in the Charge, held with the Account Bank (the "Tax Account")</p> <p>"Architects" means Cumming & 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 Rents" means an assignation 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 Loan Charge;</p>	

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4	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Assignment in Security (Building Contract)" means an assignment in security by the Assignor in favour of the Lender in respect of the Building Contract;</p> <p>"Building Contract" means the building contract dated 13 and 18 August 2008 between the Assignor and the Building Contractor;</p> <p>"Building Contractor" means Mansell Construction Services Limited (Company Number 01197246) of Roman House, Grant Road, Croydon CR9 6BU;</p> <p>"Capital Guarantees" means the capital guarantee granted by the Guarantors in favour of the Lender dated on or around the date of the Charge;</p> <p>"Civil and Structural Engineer" means Massie Reid Limited (Company Number SC239990) of Leadside House, 62 Leadside Road, Aberdeen AB25 1TW;</p> <p>"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);</p> <p>"Development" means the development of the Freedom House Property being approximately 31,000 square foot gross internal area Grade A office space;</p> <p>"Event of Default" means each and every event of default however described in the Finance Documents subject to the provisions therein for notification and the remedy of the same by the Assignor which shall equally apply hereunder prior to the exercise of any or all of the Lender's entitlements;</p> <p>"Finance Documents" means:</p> <ul style="list-style-type: none"> (a) the Loan Charge; (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 Charges and other documents entered into from time to time pursuant to any of the foregoing; <p>"Floating Charge" means a floating charge by the Assignor in favour of the Lender in agreed form on or around the date of the Loan Charge;</p> <p>"Freedom House Property" means the tenant's interest under a head lease between The Aberdeen Harbour Board and the Assignor in respect of subjects at Old Ford Road, Aberdeen shown edged red on the Plan;</p> <p>"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;</p>	

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4	Short particulars of all the property charged
Short particulars	<p data-bbox="336 376 906 407">Please give the short particulars of the property charged.</p> <p data-bbox="336 443 580 474">"Guarantors" means:</p> <p data-bbox="336 510 1193 542">(a) Miller Developments Holdings Limited, Company Number 0849553; and</p> <p data-bbox="336 577 932 609">(b) Cromdale Limited, Company Number SC125675</p> <p data-bbox="336 645 587 676">(each a "Guarantor");</p> <p data-bbox="336 712 1458 810">"Head Leases" means the head leases entered into or about to be entered into between Aberdeen Harbour Board and the Assignor in respect of the subjects at Old Ford Road, Aberdeen shown edged red and blue respectively on the Plan;</p> <p data-bbox="336 846 1422 945">"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 Loan Charge;</p> <p data-bbox="336 981 1442 1111">"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;</p> <p data-bbox="336 1146 1481 1209">"Lender's Group" means any Assignor which is a member of the same group of companies as Anglo Irish Bank Corporation Limited;</p> <p data-bbox="336 1245 1465 1375">"Loan Agreement" means the loan agreement dated on or around the date of the Charge and entered into between the Assignor and the Lender, pursuant to which the Lender makes available term loan facilities to the Assignor, as amended, supplemented, novated and/or replaced from time to time;</p> <p data-bbox="336 1411 938 1442">"Plan" means the plan attached to the Loan Charge;</p> <p data-bbox="336 1478 1469 1608">"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;</p> <p data-bbox="336 1644 1059 1675">"Property" means the tenant's interest under the Head Leases;</p> <p data-bbox="336 1711 1489 1774">"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);</p> <p data-bbox="336 1809 1222 1841">"Security" means the Security Interests created by or pursuant to the Charge;</p> <p data-bbox="336 1877 1082 1908">"Security Assets" means the Accounts and the Account Balance;</p>

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Security Documents" means the Standard Security, the Charge, the Guarantees, the Assignment in Security (Building Contract), 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 mortgage, pledge, lien, charge, assignment or assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security Charge or arrangement having the effect of security;

"Security Period" means the period beginning on the date of the Charge and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) the Lender has no further commitment, obligation or liability to make any further advances under or pursuant to the Finance Documents;

"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 Loan Charge;

"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;