

MG01s

Particulars of a charge created by a company
registered in Scotland

COMPANIES HOUSE
213
2010



IRIS[™]
LASERFORM

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

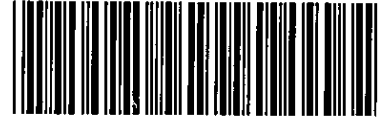
You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to
particulars of a mortgage or
created by a company in En
and Wales or Northern Ireland
this, please use form MG01.

TUESDAY



S93L8HR5

SCT

23/02/2010

673

COMPANIES HOUSE

SCT

12/02/2010

767

COMPANIES HOUSE

1

Company details

Company number

S C 1 9 2 0 8 2

Company name in full

Miller Cromdale (Old Ford Road)Limited (the "Assignor")

→ **Filling 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

d0 d2 m0 m2 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Assignment of building contract dated 27 January 2010 (the "Charge") and
perfected by intimation on 2 February 2010.

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or alone or in any
other capacity whatsoever) of the Assignor to the Lender and/or the
Lender's Group (as the case may be) under or pursuant to the
Finance Documents (the "**Secured Obligations**").

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

5

Mortgagee(s) or person(s) entitled to the charge

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

Anglo Irish Asset Finance plc trading as Anglo Irish

Address

Registered Office at 10 Old Jewry, London, EC2R 8DN

acting through its branch at Capital House, 2 Festival Square,

Postcode

Name

Address

Postcode

6

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 Page

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

5

Mortgagee(s) or person(s) entitled to the charge

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

Name	Development Finance, registered number 3091082 (the "Lender")
Address	Edinburgh, EH3 9SU
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

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 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.

1.3 Retrocession on redemption

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.

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. Undertakings by the Assignor

3.1 Restrictions on dealing

The Assignor shall not do nor 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 Building Contract other than:

3.1.1.1 as created by the Charge; or

3.1.1.2 as permitted by the Facility Agreement; or

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.

MG01s - continuation page

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6

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Short particulars

4. Further assurances

4.1 Further action

The Assignor shall, at its own expense, promptly take whatever action the Lender may require for:

4.1.1 creating, perfecting, maintaining or protecting the Security Interests intended to be created by the Charge; and

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,

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.

4.2 Terms of new security

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.

5. Power of attorney

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*).

Definitions:-

"Account Bank" means The Royal Bank of Scotland plc and each other bank with which any Bank Account is held from time to time;

"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);

"Assignment of Bank Accounts" means an assignment by the Assignor in favour of the Lender in respect of the Rent Account and Tax Account;

"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;

"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;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

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Short particulars

"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 Leadsie House, 62 Leadsie 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;

"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;

MG01s - continuation page

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6

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Short particulars

"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;

"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*).

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ¹

N/A

1 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8 Particulars as to commission, allowance or discount (if any)

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:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

N/A

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ²

Please sign the form here.

Signature

Signature

X OLA Piper Scotland LLP 12/12/10 X

2 Signature

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

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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 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 Daniel E. Cox (ref 117809/120457)

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Post town Edinburgh

County/Region

Postcode E H 1 2 A A

Country

DX DX: ED271 Edinburgh

Telephone 08700 111 111



Certificate

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.



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 included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 192082
CHARGE NO. 8

I HEREBY CERTIFY THAT A CHARGE CREATED BY MILLER
CROMDALE (OLD FORD ROAD) LIMITED

ON 2 FEBRUARY 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ANGLO IRISH ASSET FINANCE PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 23 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 4 MARCH 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES