In accordance with Section 878 of the Companies Act 2006.

MG01s

Particulars of a charge created by a company registered in Scotland

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 Irelar this, please use form MG01.

THURSDAY

S148V40J
SCT 08/03/2012 #43
COMPANIES HOUSE

For official use 3

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: S C 2 0 9 6 6 6

Company name in full: Miller Construction (UK) Limited (the "Chargor")

2 Date of creation of charge

Date of creation: d2 d9 m0 m2 y2 y0 y1 y2

3 Description

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

Description: Debenture (the "Deed")

4 Amount secured

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

Amount secured: The Secured Obligations.

Please see continuation sheet for definitions.

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	The Royal Bank of Scotland plc as trustee, agent and security agent for each of the
Address	Senior Secured Parties (the "Security Agent")
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	Please see continuation sheet for details and definitions.

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Particulars of a charge created by a company registered in Scotland

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

3.9 **Qualifying Floating Charge**

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.6 (*Floating charge*) of the Deed so that the floating charge created by Clause 3.6 (*Floating charge*) of the Deed shall be a "qualifying floating charge" for the purposes of that paragraph.

❶ 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.

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

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Particulars of a charge created by a company registered in Scotland

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

Nil

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 ❷

Please sign the form here.

Signature

Signature

X  X

For and on behalf of Maclay Murray & Spens LLP

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

MG01s

Particulars of a charge created by 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 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 RZH/AMR/BAN/13/4536

Company name Maclay Murray & Spens LLP

Address Quartermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX DX ED137 Edinburgh

Telephone 0131 228 7000

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,
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

In accordance with Section 878 of the Companies Act 2006.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4 Amount secured

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

Amount secured

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, or as principal debtor, guarantor or surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargors or any other Obligor to the Security Agent and the other Senior Secured Parties (or any of them) under the Finance Documents together with:

(a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;

(b) any further advances and additional facilities which may be made by any Senior Secured Party to the Chargors or any other Obligor under any Finance Document and all interest, fees and costs in connection therewith;

(c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;

(d) any claim against the Chargors or any other Obligors flowing from the recovery by the Chargors or any other Obligors of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;

(e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

(f) all costs, charges and expenses incurred by the Security Agent or any other Senior Secured Party and payable by an Obligor in connection with the protection, preservation or enforcement of its rights against the Chargors or any other Obligor.

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

3.2 **Mortgage**

Each Chargor charges by way of first legal mortgage all its right title and interest in the Mortgaged Property.

3.3 **Fixed charges**

To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Mortgage*) of the Deed or by way of specific legal charge in favour of the Security Agent or effectively assigned pursuant to Clause 3.5 (*Assignment by way of Security*) of the Deed as security for the payment of the Secured Obligations, each Chargor charges by way of first fixed charge:

3.3.1 all estates or interests in any Real Property in England and Wales now or hereafter belonging to it, save to the extent prohibited in terms of any agreement relating to such Real Property;

3.3.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property, save to the extent prohibited in terms of such agreement;

3.3.3 all its rights under any occupational lease, licence or other right of occupation, save to the extent prohibited in terms of any agreement relating to such right;

3.3.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant or machinery, save to the extent prohibited in terms of any agreement relating to such property;

3.3.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;

3.3.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;

3.3.7 all its rights under any interest rate hedging arrangements;

3.3.8 its goodwill;

3.3.9 its uncalled capital;

3.3.10 the Shares specified against its name in schedule 3 of the Deed (appended as Schedule 1 of this form MG01s);

3.3.11 all its right, title and interest in any Investment including all rights which a Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;

3.3.12 all its right, title and interest in any Intellectual Property belonging to it or (to the extent of its interest) in which it has an interest;

3.3.13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them; and

3.3.14 any beneficial interest, claim or entitlement it has to any assets of any pension fund.

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

provided always that none of the Excluded Assets shall be included in Clause 3.3 of the Deed.

3.4 **Exceptions to fixed security**
The fixed security from time to time created by the Deed does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

3.5 **Assignment by way of security**

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.3 (Fixed Charges) of the Deed as security for the payment Secured Obligations, each Chargor assigns and agrees to assign absolutely all of its righ, title and interest in:

3.5.1 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies; and

3.5.2 each of the Assigned Documents (appended as Schedule 2 of this form MG01s) to which it is a party.

Until the Deed becomes enforceable pursuant to Clause 12 (*When security becomes enforceable)* of the Deed each Chargor shall be entitled to exercise all its rights under the Assigned Documents.

3.6 **Floating charge**

As security for the payment of the Secured Obligations each Chargor charges by way of first floating charge the whole of its property (including uncalled capital) with the exception of the Excluded Assets comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not Excluded Assets or otherwise effectively charged or assigned pursuant to the foregoing provisions of Clause 3 of the Deed or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of Clause 3 of the Deed.

6 **RESTRICTION ON DEALINGS**

Save as permitted by the Facilities Agreement or the Intercreditor Agreement, a Chargor will not create or permit to subsist any Security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

Terms defined in the Facilities Agreement, unless otherwise defined within the Deed or unless a contrary intention appears, bear the same meaning when used in the Deed.

"Chargor" means the Parent and each of the companies listed in schedule 1 of the Deed *(The Chargors)* (appended as Schedule 3 of this form MG01s) and refernces to a Chargor shall include each and every such company.

In accordance with Section 878 of the Companies Act 2006.

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

"Excluded Assets" means the following assets in respect of which as at the date of the Deed security cannot be created pursuant to the Deed without the consent of a third party:

(a) the 50 ordinary A shares of £1.00 each held by The Miller Group Limited/CTP Fareham Limited (registered number 04018553);

(b) the 1 ordinary B and the 200 ordinary C shares of £1.00 each held by The Miller Group Limited in Miller Argent (South Wales) Limited (registered number 04261274);

(c) the 100,000 ordinary A shares of £1.00 each held by The Miller Group Limited in Miller Birch Limited (registered number 04026982);

(d) the ordinary share of £1.00 held by The Miller Group Limited in Miller Birch (Nottingham) Limited (registered number 07285438);

(e) the interest that The Miller Group Limited, Miller Homes Limited and Miller Homes Holdings Limited hold pursuant to a declaration of trust and collaboration agreement among Birch Homes Limited (registered number 02196684), Birch plc (registered number 02563345), Miller Homes Limited, The Miller Group Limited, Peter James Gadsby and Miller Homes Limited dated 28 May 2004;

(f) the 50 ordinary A shares of £1.00 each held by Miller Homes Holdings Limited in Miller Cruden Limited (registered number SC223724);

(g) the ordinary B share of £1.00 held by Miller Homes Holdings Limited in Aire Regeneration Limited (registered number 03734459);

(h) the 50 ordinary B shares of £1.00 each held by Miller Homes Holdings Limited in Scotmid-Miller (South Queensferry) Limited (registered number SC221875);

(i) the 50 ordinary B shares of £1.00 each held by Miller Homes Holdings Limited in Scotmid-Miller (Great Junction Street) Limited (registered number SC221874);

(j) the 45 ordinary B shares of £1.00 held by Miller Homes Holdings Limited in New Laurieston (Glasgow) Limited (registered number SC182682);

(k) the 500 ordinary A shares of £1.00 each held by Miller Homes Holdings Limited in Miller Gadsby (Castle Marina) Limited (registered number 04416753);

In accordance with Section 878 of the Companies Act 2006.

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

(l) sums due to Miller Homes Holdings Limited from New Laurieston (Glasgow) Limited pursuant to a joint venture agreement dated 21 May 1998 and originally made between the EDI Group Limited (registered number SC110956), Miller Homes Limited, The Burrell Company (Ventures) Limited (registered number SC104898) and New Laurieston (Glasgow) Limited (formerly New Laurieston Limited) as acceded to by Miller Homes Holdings Limited pursuant to a deed of adherence dated 5 July 2007;

(m) the interest held by Miller Homes Limited in the land lying to the south of Bryning Way, Buckshaw Village, Chorley known as Whittle-le-Park, Buckshaw registered at the Land Registry under title number LAN45015;

(n) the interest held by Miller Homes Limited in the land at Birchvale Avenue, Newcastle upon Tyne known as Greenvale Park, Birchvale Avenue registered at the Land Registry under title number TY490102;

(o) heat exchanger units held in the name of Miller Homes Limited contained in land on the south side of Goodman Street, Leeds registered at the Land Registry under title number WYK837451;

(p) the interest held by Fairclough Homes Limited in land lying to the south west of Hughendon Avenue, High Wycombe known as Aspect, High Wycombe registered at the Land Registry under title number BM27050;

(q) the interest held by Fairclough Homes Limited [the land on the south side of Mill Hill Road, Mallow Way and Hareball Gardens, Bingham, Nottingham known as The Vales and Duke Mead, Bingham registered at the Land Registry under title number NT426324;

(r) the capital interest held by Miller (Arena Central) Limited in the capital of Arena Central Developments LLP (registered number OC305452); and

(s) the capital interest held by Miller Camberwell Limited in the capital of Alumno Miller Camberwell LLP (registered number OC358297),

provided that in each case on and from the date on which consent from the relevant third party is obtained, the security created by the Deed shall extend to and include the relevant asset.

"Facilities Agreement" means the senior facilities agreement dated of even date with the Deed between, among others, the Parent, Bank of Scotland plc, National Australia Bank Limited and The Royal Bank of Scotland plc as Arrangers, The Royal Bank of Scotland plc as Agent and Security Agent and the Original Lenders.

"Shares" means the shares listed in schedule 3 *(Shares)* of the Deed (appended as Schedule 1 of this form MG01s) together with all Related Rights.

"Real Property" means the Mortgaged Property and any other present or future freehold or leasehold property in which a Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property and any monies paid or payable in respect of those covenants.

In accordance with Section 878 of the Companies Act 2006.

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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

"Mortgaged Property" means the freehold and leasehold property specified in schedule 2 (*Mortgaged Property*) of the Deed (appended as Schedule 4 of this form MG01s) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

"Related Rights" means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Deed on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments.

"Investments" means all shares and stock in the capital of any company (other than the Shares and any such shares and stock in any company registered in a jurisdiction other than England and Wales), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by a Chargor or in which a Chargor has an interest together in all cases with all Related Rights.

"Insurance Policy" means any policy of insurance or assurance in which a Chargor may at any time have an interest but excluding any third party liability or public liability insurance and any directors and officers insurance where a Chargor does not have a right to the proceeds of a claim under that policy of insurance or assurance or where a Chargor has the right to receive the proceeds of a claim under that policy of insurance or assurance but is then under an involuntary obligation to pass such proceeds to a third party.

Schedule 1

SHARES

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
TMGL Holdings Limited	Miller Developments Holdings Limited	00849553	Ordinary Shares of £1 each	100
Miller Mining Limited	Miller Argent Holdings Limited	06330412	Ordinary Shares of £1 each	50
Miller Developments Holdings Limited	Cussins Commercial Developments Limited	01319421	Ordinary Shares of £1 each	200
Miller Developments Holdings Limited	Miller (St Neots) Limited	03400684	A Ordinary Shares of £1 each	51
Miller Developments Holdings Limited	Miller (St Neots) Limited	03400684	B Ordinary Shares of £1	51
Miller Developments Holdings Limited	Miller (Arena Central) Limited	04155620	Ordinary Shares of £1 each	2
Miller Developments Holdings Limited	City Road Basin Limited	04144791	A Ordinary Shares of £1 each	51
Miller Developments Holdings Limited	SQ3 Limited	04416359	Ordinary Shares of £1 each	1
Miller Developments Holdings Limited	The Barnsley Miller Partnership Limited	03446785	B Ordinary Shares of £1	50
Miller Developments Holdings Limited	Omega Warrington Limited	04263502	A Ordinary Shares of £1 each	50
Miller Developments Limited	Miller Fort William Limited	06016149	Ordinary Shares of £1 each	2

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
Miller Developments Limited	Miller Fullwood Limited	06018748	Ordinary Shares of £1 each	2
Miller Homes Holdings Limited	Cussins Property Group Limited	01589824	Ordinary Shares of £0.20 each	5
Miller Homes Holdings Limited	Highfields Developments Limited	05850751	Ordinary Shares of £1 each	2
Miller Homes Holdings Limited	Miller Airdrie Limited	02074908	Ordinary Shares of £1 each	2,010,000
Miller Homes Holdings Limited	Fairclough Homes Limited	01987689	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller Camberwell (Holdings) Limited	06920268	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller Supplies Limited	06990259	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller HPS Limited	06990256	Ordinary Shares of £1 each	1

Schedule 2

ASSIGNED DOCUMENTS

Date	**Parties**	**Description**
2012	TMGL Holdings Limited Bank of Scotland plc	1992 ISDA Master Agreement and Schedule
2012	The Miller Group Limited The Royal Bank of Scotland plc	2002 ISDA Master Agreement and Schedule

Schedule 3

THE CHARGORS

Name	Registered Office	Country of Incorporation	Registered Number
The Miller Group Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC018135
TMGL Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC412598
Miller Mining Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC090434
Miller Developments Regeneration Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC207809
Miller Homes Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC255430
Miller Residential Development Services Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC207758
Cussins Property Group Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	01589824
Highfields Developments Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	05850751
Miller Alpha Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC332758
Miller Airdrie Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	02074908
Miller HPS Limited	2nd Floor Parsons House, Parsons Road, Washington, Tyne and Wear NE37 1EZ	England	06990256
Miller Homes Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC255429
Fairclough Homes Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	01987689
Miller Corporate Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC288228
Miller Camberwell	c/o Miller Construction (UK)	England	06920268

Name	Registered Office	Country of Incorporation	Registered Number
(Holdings) Limited	Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY		
Miller Camberwell Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	06920271
Miller Construction (UK) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC209666
Miller Supplies Limited	2nd Floor Parsons House, Parsons Road, Washington, Tyne and Wear NE37 1EZ	England	06990259
Miller Developments Holdings Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	00849553
Cussins Commercial Developments Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	01319421
Miller Prestonholm Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC217231
Miller (Gainsborough) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC392759
Miller (St Neots) Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	03400684
Miller Developments One Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC393096
Miller Inverness Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC393097
Miller Developments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC178108
Miller Fort William Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	06016149
Miller Fullwood Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	06018748
Miller Developments Northern Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC178109
Miller Holdings (International) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC115235
Miller (Leeds) Lift Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway,	England	05152645

Name	Registered Office	Country of Incorporation	Registered Number
	Birmingham Business Park, Solihull B37 7WY		
Miller Emblem Investments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC288590
Miller (North Hub) Investments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC390849
Miller (Barking and Havering) Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	04971210
South Queensferry Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC167959
Miller (Arena Central) Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	04155620

Schedule 4

MORTGAGED PROPERTY

None.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

COMPANY NO. 209666
CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY MILLER CONSTRUCTION (UK) LIMITED

ON 29 FEBRUARY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006 ON 8 MARCH 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 9 MARCH 2012

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES