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COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

CHFP025

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margin

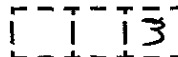
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 410 and 466 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 6)

For official use



Company number

SC223724

Name of company

MILLER NORTH EDINBURGH LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

20 DECEMBER 2001

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

FLOATING CHARGE

Names of the persons entitled to charge

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Short particulars of all the property charged

THE WHOLE OF THE PROPERTY (INCLUDING UNCALLED CAPITAL) WHICH IS OR MAY BE
FROM TIME TO TIME COMPRISED IN THE PROPERTY AND UNDERTAKING OF THE COMPANY

Presentor's name address and
reference (if any):
Bell & Scott WS
16 Hill Street
Edinburgh
EH2 3LD

DX ED114 Edinburgh -1

For official use
Charges Section

Post room



Names, and addresses of the persons who have executed the instrument of alteration (note 2)

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(1) The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament, having its Head Office at The Mound, Edinburgh;
(2) Hart Estates Limited, having its Registered Office at Baberton House, Juniper Green, Edinburgh, EH14 3HN;
(3) The Miller Group Limited, having its Registered Office is at 18 South Groathill Avenue, Edinburgh, EH4 2LW; and
(4) Miller North Edinburgh Limited, having its Registered Office at 37 Queen Street, Edinburgh, EH2 1JX.

Please complete
legibly, preferably
in black type, or
bold block lettering

Date(s) of execution of the instrument of alteration

20 DECEMBER 2001

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

THE INSTRUMENT CONTAINS THE FOLLOWING PROVISION:

THE COMPANY SHALL NOT GRANT ANY FURTHER FIXED OR FLOATING CHARGES OVER ALL OR ANY OF ITS ASSETS INCLUDING ITS HERITABLE, REAL OR LEASEHOLD PROPERTY WITHOUT THE WRITTEN CONSENT OF THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, HART ESTATES LIMITED AND THE MILLER GROUP LIMITED SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED.

Short particulars of any property released from the floating charge

NONE.

The amount, if any, by which the amount secured by the floating charge has been increased

NONE.

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please complete
legibly, preferably
in black type or
bold block lettering

THE INSTRUMENT CONTAINS THE FOLLOWING PROVISION:

The Governor and Company of the Bank of Scotland, The Miller Group Limited, Hart Estates Limited and Miller North Edinburgh Limited agree that the sums secured or to be secured by Bank of Scotland's, Hart Estates Limited and The Miller Group Limited's fixed security and floating charges shall rank in the following order of priority:

- (1) the Bank of Scotland Fixed Security in respect of all sums secured thereby; then
- (2) the Bank of Scotland Floating Charge in respect of all sums secured thereby; then
- (3) the Miller Group Limited Fixed Security in respect of 50% of total sums forwarded by The Miller Group Limited and Hart Estates Limited to Miller North Edinburgh Limited in the proportions of 75% by Miller and 25% by Hart following drawdown of all sums available under the Shareholder Loan Agreements; then
- (4) the Miller Group Limited Floating Charge in respect of 50% of total sums forwarded by The Miller Group Limited and Hart Estates Limited to Miller North Edinburgh Limited in the proportions of 75% by Miller and 25% by Hart following drawdown of all sums available under the Shareholder Loan Agreements; then
- (5) the Hart Estates Limited Fixed Security and The Miller Group Limited Fixed Security shall rank *pari passu* and the amounts due shall be payable pro rata to Miller and Hart according to the proportion which the amount remaining due to each of them on the date of distribution bears to the aggregate of such amounts; then
- (6) the Hart Estates Limited Floating Charge and The Miller Group Limited Floating Charge shall rank pari passu so that the sums realised under those securities shall be payable to Hart and Miller pro rata according to the proportion which the amount remaining due to each of them on the date of distribution bears to the aggregate of such amounts.

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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legibly, preferably
in black type, or
bold block lettering

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed Ben SM Date 3/1/2002

On behalf of ~~[company]~~ [chargee] †

† delete as
appropriate

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, 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 execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-
Companies Registration Office, 37 Castle Terrace, Edinburgh, EH1 2EB



**CERTIFICATE OF THE REGISTRATION OF
AN ALTERATION TO A FLOATING CHARGE**

Company number 223724

I hereby certify that particulars of an instrument of alteration dated
20 DECEMBER 2001

were delivered pursuant to section 410 of the Companies Act, 1985,
on 4 JANUARY 2002.

The instrument relates to a charge created on 20 DECEMBER 2001
by MILLER NORTH EDINBURGH LIMITED

in favour of
THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
8 JANUARY 2002



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC223724 CHARGE: 3

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
04/01/2002		20/12/01 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC223724 CHARGE: 3

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of 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 the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC223724 CHARGE: 3

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	MILLER NORTH EDINBURGH LIMITED THE MILLER GROUP LIMITED HART ESTATES LIMITED THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND				