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COMPANIES FORM No. 466(Scot)

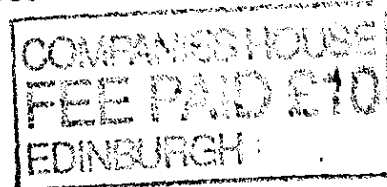
Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

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

Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

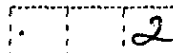


Please complete legibly, preferably in black type, or bold block lettering

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

For official use

Company number



SC 223724

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 (the "Miller Floating Charge")

Names of the persons entitled to the charge

MILLER GROUP LIMITED (SC 18135)

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 (the "Assets")

Presentor's name address and reference (if any):

For official use
Charges Section

Post room



SCT ST7SU79U 0199
COMPANIES HOUSE 07/01/02

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

The Governor and Company of the Bank of Scotland having its Head Office at The Mound, Edinburgh, EH1 1YZ (the "Bank").
Hart Estates Limited having its registered office at Baberton House, Juniper Green, Edinburgh, EH14 3HN ("Hart").
The Miller Group Limited having its registered office at 18 South Groathill Edinburgh, EH4 2LW ("Miller").
Miller North Edinburgh Limited having its registered office at 37 Queen Street, Edinburgh, EH2 1JX (the "Company").

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write in
this margin*

*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 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 Bank, Hart and Miller 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 do not
write in
this margin*

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

The Bank, Miller, Hart and the Company agree that the sums secured or to be secured by the Bank's Securities, the Hart Securities and the Miller Securities shall rank in the following order of priority:

1. the Bank's Fixed Security in respect of all sums secured thereby; then
2. the Bank's Floating Charge in respect of all sums secured thereby; then
3. the Miller Fixed Security in respect of 50% of the Additional Sums; then
4. the Miller Floating Charge in respect of 50% of the Additional Sums not required under 3 above; then
5. the Hart Fixed Security and the Miller 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 Floating Charge and the Miller 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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Please complete legibly, preferably in black type, or bold block lettering

Signed Andrew Campbell Date 4/1/02
On behalf of ~~[company]~~ [chargee]†

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

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.

† delete as appropriate

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

This is the Schedule of definitions to the foregoing form 466.

"Additional Sums" means the total sums as are forwarded by Miller and Hart to the Company in the proportions of 75% by Miller and 25% by Hart following drawdown of all sums available under the Shareholder Loan Agreements;

"Bank's Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained;

Bank's Fixed Security" means the standard security over the Property granted by the Company in favour of the Bank dated 20 December 2001 and registered in the Land Register under Title Number MID13643 in security for the Bank's Debt;

"Bank's Floating Charge" means the bond and floating charge granted by the Company in favour of the Bank over the Assets dated 20 December 2001 and registered with the Registrar of Companies in security for the Bank's Debt;

"Bank's Securities" means the Bank's Fixed Security and the Bank's Floating Charge;

"Hart Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Hart by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Hart shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Hart may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Hart rates and practice as well after as before any demand made or decree obtained;

"Hart Fixed Security" means the standard security over the Property granted by the Company in favour of Hart dated 20 December 2001 and registered in the Land Register under Title Number MID13643 in security for the Hart Debt;

"Hart Floating Charge" means the bond and floating charge granted by the Company in favour of Hart over the Assets dated 20 December 2001 and registered with the Registrar of Companies in security for the Hart Debt;

"Hart Securities" means the Hart Fixed Security and the Hart Floating Charge;

"Miller Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Miller by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Miller shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Miller may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Hart rates and practice as well after as before any demand made or decree obtained;

Miller Fixed Security" means the standard security over the Property granted by the Company in favour of Miller dated 20 December 2001 and registered in the Land Register under Title Number MID13643 in security for the Miller Debt;

"Miller Securities" means the Miller Fixed Security and the Miller Floating Charge;

"Shareholder Loan Agreements" means the loan agreements entered into by the Company with Hart and Miller dated 20 December 2001 and amounting to £750,000 each;

FILE COPY



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 7 JANUARY 2002.

The instrument relates to a charge created on 20 DECEMBER 2001

by MILLER NORTH EDINBURGH LIMITED

in favour of MILLER GROUP LIMITED

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: 2

(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
28/12/2001		20/12/01 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	MILLER GROUP LIMITED

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: 2

(8) 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.	(9) 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.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				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: 2

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				