Registration of a Charge

Company name: MILLER HOMES LIMITED

Company number: SC255429

Received for Electronic Filing: 19/07/2017



Details of Charge

Date of creation: 10/07/2017

Charge code: SC25 5429 0303

Persons entitled: SHAWFAIR LLP, A LIMITED LIABILITY PARTNERSHIP WITH REGISTERED

NUMBER SO304290 AND HAVING ITS REGISTERED OFFICE AT 27

SILVERMILLS COURT, HENDERSON PLACE LANE, EDINBURGH EH3 5DG

Brief description: ALL AND WHOLE THAT AREA OF GROUND AT DANDERHALL OUTLINED

WITH A BROKEN RED LINE ON THE PLAN ATTACHED TO THE DEED WHICH AREA FORMS PART AND PORTION OF THE SUBJECTS MORE PARTICULARLY DESCRIBED IN AND DISPONED BY AND SHOWN

OUTLINED RED ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE

TO THE DISPOSITION BY SHAWFAIR LLP IN FAVOUR OF MILLLER

HOMES LIMITED DATED 29 JUNE 2017, THE SAID DISPONED SUBJECTS COMPRISING PART AND PORTION OF THOSE SUBJECTS REGISTERED

IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER

MID130593.

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Certified by: JAMIE MURRAY, BTO SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0303

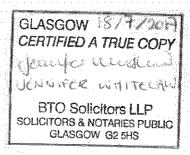
The Registrar of Companies for Scotland hereby certifies that a charge dated 10th July 2017 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2017.

Given at Companies House, Edinburgh on 20th July 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







STANDARD SECURITY

by

MILLER HOMES LIMITED

in favour of

SHAWFAIR LLP

2017

Re: Subjects at Phase 2 Danderhall

FAS 0663

Ref: JMW/JG/SHAW/48/21

WE, MILLER HOMES LIMITED incorporated under the Companies Acts (Registered Number SC255429) and having our Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH, (hereinafter referred to as the "Purchaser") CONSIDERING that we have entered into missives for the purchase of the property hereinafter secured from SHAWFAIR LLP, incorporated under the Limited Liability Partnership Act 2000 (Registered Number SO304290) and having its Registered Office at 27 Silvermills Court, Henderson Place Lane, Edinburgh EH3 5DG (who and whose assignees are hereinafter referred to as the "Seller") dated said missives 29 November 2016, 26 May 2017 and subsequent date (hereinafter referred to as the "Missives") and FURTHER CONSIDERING that in terms of the Missives, we the Purchaser have undertaken the obligations to the Seller to pay a Second Instalment and an increase in Purchase Price as detailed in Clause 4,1,4 of the Missives NOW THEREFORE we, the Purchaser, hereby in security of all sums of principal, interest and charges due and which may become due by us to the Seller under and in terms of the aforesaid provisions of the Missives grant a Standard Security in favour of the Seller over ALL and WHOLE that area of ground at Danderhall outlined with a broken red line on the plan attached hereto; all as said area forms part and portion of the subjects more particularly described in and disponed by and shown outlined red on the plan annexed and executed as relative to the Disposition by the said SHAWFAIR LLP in favour of the said MILLER HOMES LIMITED dated 29 June 2017 and to be registered in the Land Register of Scotland of even date with these presents (said disponed subjects being comprising part and portion of those subjects registered in the Land Register of Scotland under Title Number MID130593); The Standard Conditions specified in Schedule

3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply save that Standard Conditions 1, 2, 4, 5, 7 and 12 shall not apply; The Purchaser shall only be in default following failure to comply with the above secured obligations and Standard Condition 9 shall be amended accordingly; And we grant warrandice; And we consent to the registration hereof for execution. IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the plan attached hereto are subscribed for us and on our behalf by Julie Mansfield Jackson, one of our Directors at Edinburgh on Twenty Eighth June, Two Thousand and Seventeen before this witness Moira Kinniburgh of Miller House, Two Lochside View, Edinburgh Park, Edinburgh.

