

MR01 10/11/2015

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page.


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**



SCT *S4HJ36YZ* #66
07/10/2015
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number S C 2 5 5 4 2 9

Company name in full Miller Homes Limited

243

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 9 10 09 20 15

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Bank of Scotland plc as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Land at Terlings Park, Eastwick Road, Harlow, Essex being part of the land registered under Title Number HD142647.

For more details please see the instrument.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature


For and on behalf of CMS Cameron McKenna LLP

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

MR01**Particulars of a charge****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. The contact information you give will be visible to searchers of the public record.

Contact name DACM/LAKI/125853.00092

Company name
CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode E H 1 2 E N

Country

DX DX553001

Telephone 0131 200 7302

**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 instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.

**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 mortgage or charge filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0243

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th September 2015 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2015.

Given at Companies House, Edinburgh on 13th October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS SUPPLEMENTAL DEBENTURE is made the 29 day of September 2015

AMONG:

- (1) **MILLER HOMES LIMITED** (registered number SC255429) having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the "Chargor"); and
- (2) **BANK OF SCOTLAND PLC** as trustee, agent and security agent for itself and on behalf of each of the Secured Parties (the "Security Agent").

and is supplemental to the Debenture (as defined below).

BACKGROUND

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facilities Agreement.
- (B) It is a condition to the Secured Parties continuing to make available the credit facilities pursuant to the terms of the Facilities Agreement that the Chargor enters into this Supplemental Debenture.
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. INTERPRETATION

Definitions

1.1 In this Supplemental Debenture:

1. "**Debenture**": the debenture dated 26 June 2015 between the Chargor and the Security Agent for and on behalf of the Secured Parties, as supplemented, acceded to and amended from time to time;
2. "**Facilities Agreement**": the senior facilities agreement dated 22 June 2015 and made between, amongst others, (1) the Chargor, (2) Bank of Scotland plc and HSBC Bank plc as mandated lead arrangers, (3) the financial institutions listed in part II of schedule 1 to the facilities agreement as lenders, (4) Bank of Scotland plc as agent of the Finance Parties and (5) the Security Agent.
3. "**Mortgaged Property**": the freehold and leasehold property specified in the Schedule hereto (*Mortgaged Property*) 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.

Interpretation

- 1.2 The provisions set out at clause 1 of the Debenture shall apply equally to this Supplemental Debenture.
- 1.3 This Supplemental Debenture is a Finance Document and a Security Document.

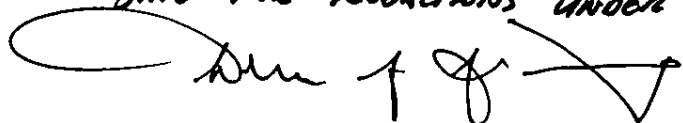
2. FIXED SECURITY

Mortgage

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

UK-208856338.2

CERTIFIED AS A TRUE AND COMPLETE COPY OF THE ORIGINAL
SAFE FOR REPRODUCTIONS UNDER S. 859C COMPANIES ACT 2006.



Fixed Charge

- 2.2 To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2.1 (*Mortgage*) above, as security for the payment of the Secured Obligations, the Chargor charges by way of first fixed charge the Mortgaged Property

3. **LAND REGISTRY**

In respect of the Mortgaged Property specified in the Schedule the Chargor consents to a restriction being entered on the Register of the titles of such of the Chargor's Mortgaged Property as is now or in the future registered under the Land Registration Act 2002 in the following form:

"No disposition of the registered estate by the proprietor of the registered estate (other than a lease), or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 29 September 2015 in favour of Bank of Scotland plc referred to in the charges register or their conveyancers."

4. **CONTINUATION**

- 4.1 References in the Debenture to "this Debenture", "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Debenture and to this Supplemental Debenture.
- 4.2 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
- (a) the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property charged pursuant to Clause 3 of the Debenture and the definition of "Real Property" shall include the Mortgaged Property described in the Schedule hereto; and
 - (b) the Chargor acknowledges that references to the "Debenture" in any Facilities Agreement is a reference to the Debenture as amended by this Supplemental Debenture.
- 4.3 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.

5. **COUNTERPARTS**

This Supplemental Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

6. **GOVERNING LAW**

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Supplemental Debenture has been duly executed as a Deed on the date first above written.

SCHEDULE

MORTGAGED PROPERTY

Land at Terlings Park, Eastwick Road, Harlow, Essex shown edged green on the plan annexed hereto and being part of the land registered at the Land Registry under Title Number HD142647.

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

Chargor

Executed as a deed by)
MILLER HOMES LIMITED)
acting by)
in the presence of:) Director

Name of witness: NATHALIE DEMMOND

Signature of witness:

Address: Miller Homes Ltd
Miller House
2 Lochside View
Edinburgh Park
Glasgow EH12 9DH

Occupation: PARALEGAL

Security Agent

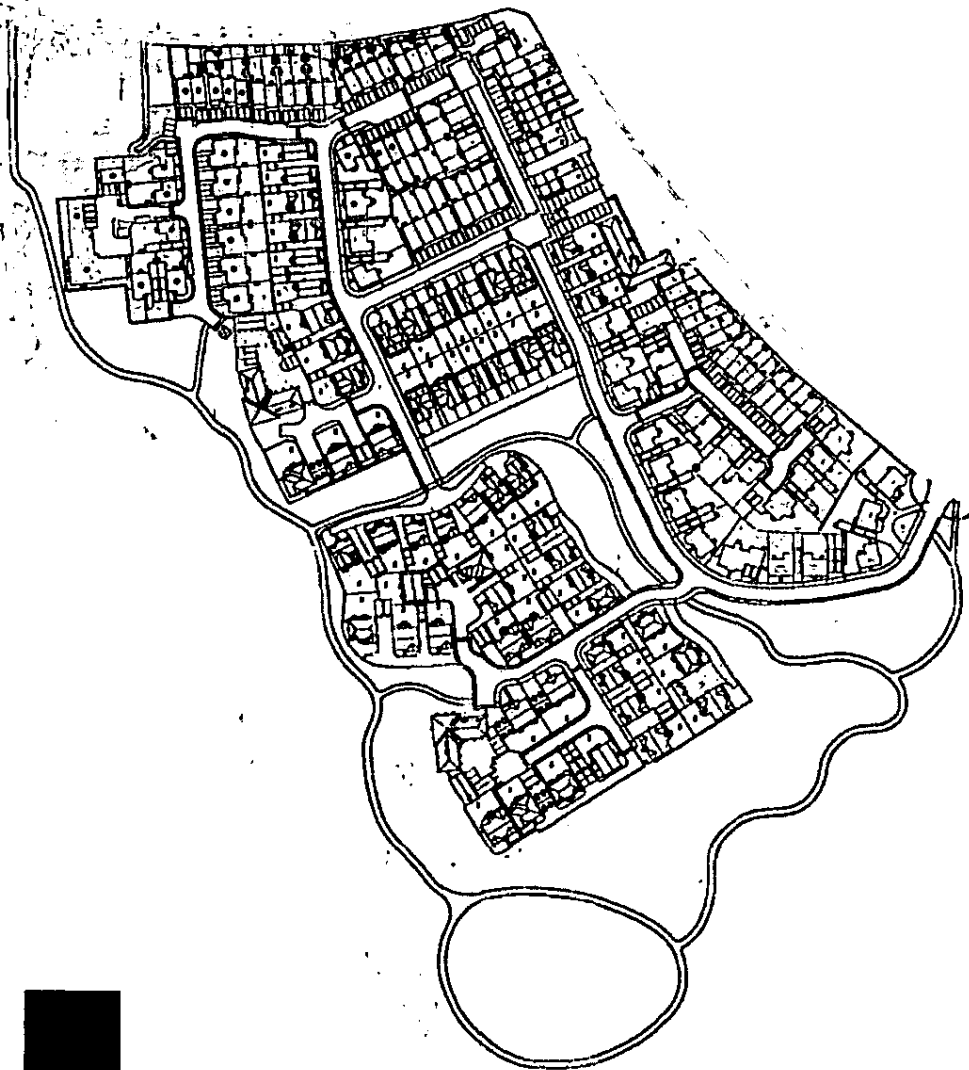
Executed as a deed by)
BANK OF SCOTLAND PLC)
as Security Agent)
in the presence of this witness:) Authorised Signatory

Name of witness:

Signature of witness:

Address:

Occupation:



TERLINDS PARK, MARLOW

MILLER CHARGE PLAN

SEPTEMBER 2015

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THE UNIVERSITY OF CHICAGO

2. Formal offer of employment

Opinion

Q

1200 S. 17th Ave., Suite 100
Denver, CO 80202

100% **FREE** **DELIVERY** **ON** **ALL** **ORDERS** **OVER** **£50**

SM532-EN-80**BLOOM HONETS**

THIS SUPPLEMENTAL DEBENTURE is made the 29 day of September 2015

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SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

Chargor

Executed as a deed by)
MILLER HOMES LIMITED)
acting by)
in the presence of:) Director

Name of witness:

Signature of witness:

Address:

Occupation:

Security Agent

Executed as a deed by)
BANK OF SCOTLAND PLC)
as Security Agent)
in the presence of this witness:) Authorised Signatory



Iain Brown
Associate Director

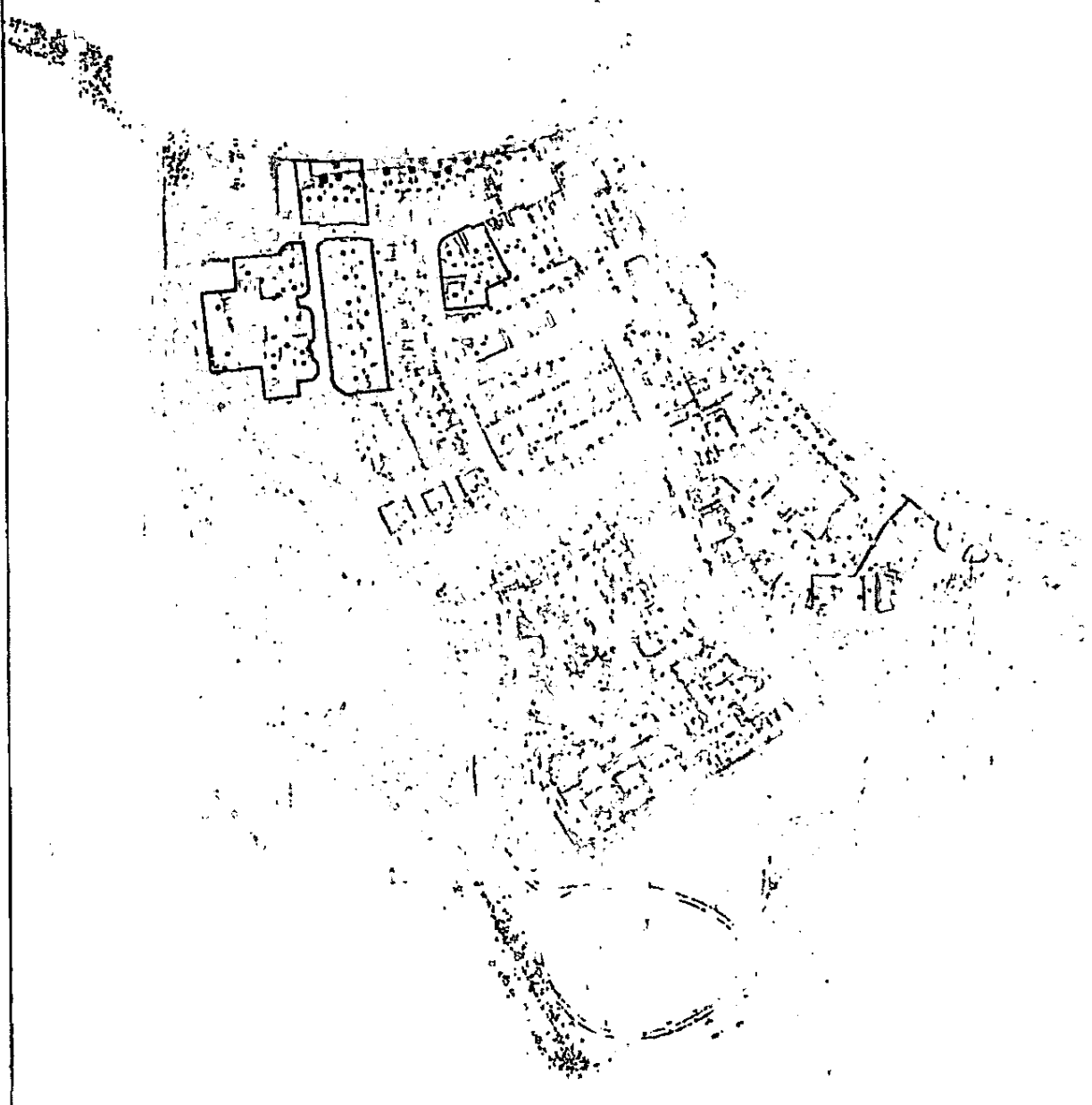
Name of witness: *Carolyn Condon*

Signature of witness: 

Address: *Saltaire Court, 20*

Castle Terrace, Edinburgh

Occupation: *Training Specialist*



1/17



Not intended to be used for any other purpose than the one for which it was designed. It is not a substitute for a professional survey or a detailed plan. It is a simplified representation of the site and should be used as a guide only.



TERLING PARK, HARLOW	
MILLER CHARGE PLAN	
FINAL PAYMENT	
SEPTEMBER 2015	
Cost	1,000 @ A1
Area	100
Volume	100
Weight	100
Length	100
Width	100
Height	100
Depth	100
Radius	100
Angle	100
Area	100
Volume	100
Weight	100
Length	100
Width	100
Height	100
Depth	100
Radius	100
Angle	100

BLOOR HOMES

SM532-EN-802