



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



Received for filing in Electronic Format on the: **22/09/2022**

XBD46OXN

Details of Charge

Date of creation: **14/09/2022**

Charge code: **SC25 5429 0404**

Persons entitled: **ANN RACHEL DOW**

Brief description: **ALL AND WHOLE THE AREA OF GROUND AT BROTHERTON FARM
HATCHED BLUE ON THE PLAN ANNEXED TO THE STANDARD SECURITY
WHICH SUBJECTS FORM PART AND PORTION OF THE SUBJECTS
REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE
NUMBER MID200815.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDERSON STRATHERN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0404

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th September 2022 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2022 .

Given at Companies House, Edinburgh on 22nd September 2022

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



Companies House



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

Standard Security

By

MILLER HOMES LIMITED

In favour of

ANN RACHEL DOW

Subjects: Subjects at Brotherton Farm, Livingston

CERTIFIED A TRUE COPY


.....

SHEPHERD AND WEDDERBURN LLP

16/9/22
..... DATE

We, Miller Homes Limited, incorporated under the Companies Acts (Registered Number SC255429) and having its Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH ("the Debtor") in security of the obligations undertaken by us and due to ANN RACHEL DOW residing at Kirkland Hill, Kilpatrick Durham, Castle Douglas, DG7 3EZ ("the Creditor") in terms of the payment obligations by the Debtor to the Creditor in terms of Clause 3.1 of the Price Schedule and Clause 5 of the Overage and Clawback Schedule ("the Secured Obligations") both schedules forming part of the formal offer issued on behalf of the Debtor dated 31 October 2017 comprising part of the missives entered into between the Debtor and the Creditor and Gladman Developments Limited, incorporated under the Companies Acts (Registered Number 03341567) and having its registered office at Gladman House, Alexandria Way, Congleton, Cheshire, CW12 1LB ("Gladman") constituted by (1) Offer by Shepherd and Wedderburn LLP, on behalf of the Debtor, dated 31 October 2017 to Anderson Strathern LLP, on behalf of the Creditor, and Addleshaw Goddard LLP, on behalf of Gladman, (2) Concluding Letter issued by Anderson Strathern LLP on behalf of the Creditor dated 31 October 2017; (3) Concluding Letter issued by Addleshaw Goddard LLP on behalf of Gladman dated 31 October 2017, as the same was amended by (i) an Offer by Shepherd and Wedderburn LLP, on behalf of the Debtor, dated 25 June 2018, (ii) Concluding Letter issued by Anderson Strathern LLP on behalf of the Creditor dated 25 June 2018 and (iii) Concluding Letter issued by Addleshaw Goddard LLP on behalf of Gladman dated 25 June 2018 as further amended from time to time ("the Missives") DO HEREBY GRANT a Standard Security in favour of the Creditor over ALL and WHOLE the area of ground at Brotherton Farm hatched blue on the plan annexed and signed as relative hereto ("the Plan") which subjects form part and portion of the subjects registered in the Land Register of Scotland under Title Number MID200815 ("the Security Subjects"); The Standard Conditions specified in Schedule Three to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variations thereof operative for the time being shall apply subject to the following variations (under declaration that in the event of any conflict between the terms of the Standard Conditions on the one hand and the terms of this Standard Security and the Missives on the other then the terms of this Standard Security and the Missives shall prevail):

1. Standard Conditions 1, 2, 4, and 5 are excluded; Standard Condition 12 is amended to the extent that only the expenses reasonably incurred by the Creditor in calling-up the security and realising and attempting to realise the Security Subjects, or any part thereof, and exercising any other powers conferred upon her by the security shall be payable by the Debtor;
2. Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby;
3. The Debtor shall be entitled at any time during the continuance of the Standard Security to create a security or charge to a third-party arm's length commercial lending bank based in the UK ("the Grantee") over the Security Subjects ranking subsequent to the Standard Security but that subject to the Grantee entering into a ranking agreement with the Creditor in terms acceptable to the Creditor.
4. The Debtor undertakes that it shall not without the consent of the Creditor (which shall not be unreasonably withheld or delayed), except in so far as permitted pursuant to the Missives or by this clause and with or without the burden of this Standard Security:
 - Execute any conveyance, transfer, or lease any part of the Security Subjects; and/or (but that always subject to clause 6 below): or
 - Create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others which materially adversely affect the value, marketability or use of the Security Subjects as a residential development during the continuance of this Standard Security.
5. The Debtor will be held to be in default under this Standard Security at any time where there has been any breach by the Debtor of the Secured Obligations or after either the occurrence of:

- a. a proposal is made or a nominee or supervisor is appointed for the Debtor for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- b. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Debtor or by any other person to appoint an administrator in respect of the Debtor;
- c. any steps are taken (including, without limitation, the making of an application or the giving of any notice) by the Debtor (without the prior written consent of the Creditor) or any other person to wind up or dissolve the Debtor or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Debtor or any part of its undertaking or assets;
- d. any attachment, distress, diligence, arrestment, execution or other legal process (not being reasonably considered by the Creditor to be defensible or vexatious, in good faith) is levied, enforced or sued against the Debtor or its assets or any person validly takes possession of any of the property or assets of the Debtor or steps are taken by any person to enforce any Security Right against any of the property or assets of the Debtor;
- e. any event occurs or proceedings are taken in respect of the Debtor in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in subparagraphs a to d (inclusive) above.

and Standard Condition 9(1) shall be varied accordingly, whereupon and without prejudice to all other rights or powers of the Creditor, the Creditor shall be entitled to enter into possession of the Security Subjects and the Creditor shall be able to take warrant of summary ejection against the Debtor for the purposes of obtaining such possession.

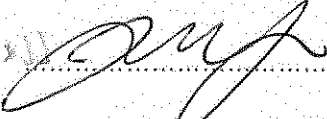
- 6. The Debtor is entitled without the consent of the Creditor to (a) register over inter alia the Security Subjects a deed or deeds of conditions in its standard form dealing with inter alia (i) regulation of use of the residential units erected or to be erected on the Security Subjects and any common areas and granting access and services rights to them, (ii) granting rights over, and regulating contributions to the cost of maintenance of, common areas, and (iii) including such other terms and conditions and the grant of and reservation of rights of the sort normally included in residential developers' deeds of conditions as the Debtor, acting reasonably, wishes to include and (b) grant to statutory undertakers and others such servitude rights as are required to service the Debtor's development on inter alia the Security Subjects;
- 7. The Debtor shall not be entitled, without the consent of the Creditor, to amend, vary or discharge the Deed of Conditions to be entered into by the Creditor and to be registered in the Land Register of Scotland on or about the date hereof or enter into any deed which has the effect of amending, varying, discharging or prejudicing any of the title conditions, wayleaves or servitudes contained in the Deed of Conditions.
- 8. Each of the provisions of the Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

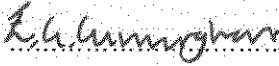
And the Debtor grants warrandice: IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages together with the Plan annexed and subscribed as relative hereto are subscribed by us as follows:

At 2 LOCHSIDE VIEW.....(Place)
EDINBURGH, EH9 9DH

On 8 AUGUST 2022.....(Date)

By

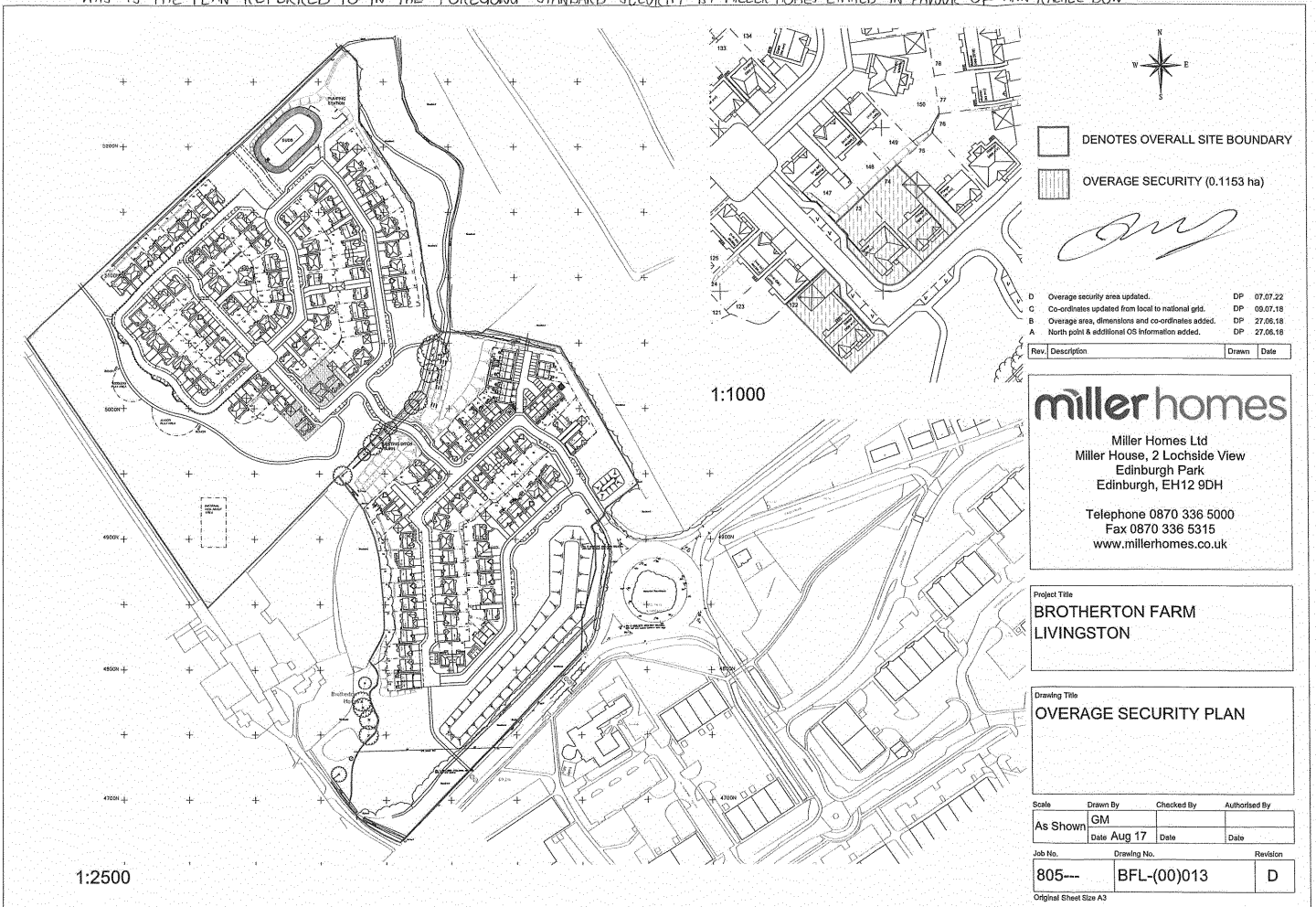
.....(Director/Secretary/Authorised Signatory)
JOLIE JACKSON.....(Full Name)

.....(Director/Secretary/Authorised Signatory) WITNESS

ELIZABETH.....(Full name)
CUNNINGHAM

2 Lochside View, Edinburgh,
 EH9 9DH - address of witness

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY MILLER HOMES LIMITED IN FAVOUR OF ANN RACHEL DOW



D	Overage security area updated.	DP	07.07.22
C	Co-ordinates updated from local to national grid.	DP	09.07.18
B	Overage area, dimensions and co-ordinates added.	DP	27.06.18
A	North point & additional OS information added.	DP	27.06.18

Rev.	Description	Drawn	Date
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miller homes

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Edinburgh Park
Edinburgh, EH12 9DH

Telephone 0870 336 5000
Fax 0870 336 5315
www.millerhomes.co.uk

Project Title
**BROTHERTON FARM
LIVINGSTON**

Drawing Title
OVERAGE SECURITY PLAN

Scale	Drawn By	Checked By	Authorised By
As Shown	GM		
Date	Date	Date	Date
Aug 17			
Job No.	Drawing No.	Revision	
805----	BFL-(00)013	D	
Original Sheet Size A3			