

M

COMPANIES FORM No. 466(Scot)

466

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

CHFP025

Please do not
write in this
margin

A fee of £13 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

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

For official use

Company number

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

[1 1 4]

SC255430

Name of company

* Miller Homes Holdings Limited ("the Chagor")

* insert full name
of Company

Date of creation of the charge (note 1)

29 February 2012

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

Debenture ("the Deed")

Names of the persons entitled to charge

The Royal Bank of Scotland plc as trustee, agent and security agent for each of the Senior Secured Parties (the "Security Agent")

Short particulars of all the property charged

See Continuation Sheet 2.

Presentor's name address and
reference (if any):
MacLay Murray & Spens LLP
Quartermile One
15 Lauriston Place
Edinburgh
EH3 9EP
DX ED137 Edinburgh

For official use (06/2005)

Charges Section

Post room

THURSDAY



SCT 08/03/2012 #58
COMPANIES HOUSE

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

See Continuation Sheet 1.

Please do not
write in
the margin

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

Date(s) of execution of the instrument of alteration

29 February 2012

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

N/A

Short particulars of any property released from the floating charge

N/A

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

N/A

Please do not
write in
this margin

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

Each of the Parties agrees that the Transaction Security (to the extent that they secure or purport to secure the Pension Liabilities) shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:

1. First, the Senior Lender Liabilities, the Senior Lender Hedging Liabilities, the Ancillary Liabilities and the Third Party Hedging Provider Liabilities up to a maximum of the Third Party Hedging Priority Limit *pari passu* and without any preference between them; and
2. Second, the Pension Liabilities and any remaining Third Party Hedging Provider Liabilities *pari passu* and without any preference between them.

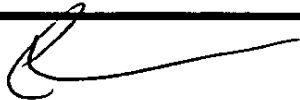
See Continuation Sheet 2 for definitions.

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

Please do not
write in
this margin

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

Signed



Date

8/3/2012

On behalf of ~~company~~ [chargee] †

For and on behalf of Maclay Murray & Spens LLP

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

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

† delete as
appropriate

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 1

To the Register of Companies

Names and addresses of those who have executed the instrument of alteration:-

1. The Miller Group Limited (Registered Number SC018135) as Parent and Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
2. TMGL Holdings Limited (Registered Number SC412598) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
3. Miller Mining Limited (Registered Number SC090434) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
4. Miller Developments Regeneration Limited (Registered Number SC207809) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
5. Miller Homes Holdings Limited (Registered Number SC255430) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
6. Miller Residential Development Services Limited (Registered Number SC207758) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
7. Cussins Property Group Limited (Registered Number 01589824) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
8. Highfields Developments Limited (Registered Number 05850751) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
9. Miller Alpha Limited (Registered Number SC332758) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
10. Miller Airdrie Limited (Registered Number 02074908) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
11. Miller HPS Limited (Registered Number 06990256) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
12. Miller Homes Limited (Registered Number SC255429) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
13. Fairclough Homes Limited (Registered Number 01987689) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
14. Miller Corporate Holdings Limited (Registered Number SC288228) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
15. Miller Camberwell (Holdings) Limited (Registered Number 06920268) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;

16. Miller Camberwell Limited (Registered Number 06920271) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
17. Miller Construction (UK) Limited (Registered Number SC209666) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
18. Miller Supplies Limited (Registered Number 06990259) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
19. Miller Developments Holdings Limited (Registered Number 00849553) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
20. Cussins Commercial Developments Limited (Registered Number 01319421) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
21. Miller Prestonholm Limited (Registered Number SC217231) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
22. Miller (Gainsborough) Limited (Registered Number SC392759) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
23. Miller (St Neots) Limited (Registered Number 03400684) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
24. Miller Developments One Limited (Registered Number SC393096) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
25. Miller Inverness Limited (Registered Number SC393097) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
26. Miller Developments Limited (Registered Number SC178108) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
27. Miller Fort William Limited (Registered Number 06016149) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
28. Miller Fullwood Limited (Registered Number 06018748) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
29. Miller Developments Northern Limited (Registered Number SC178109) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
30. Miller Holdings (International) Limited (Registered Number SC115235) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
31. Miller (Leeds) Lift Limited (Registered Number 05152645) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
32. Miller Emblem Investments Limited (Registered Number SC288590) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
33. Miller (North Hub) Investments Limited (Registered Number SC390849) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
34. Miller (Barking And Havering) Limited (Registered Number 04971210) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;

35. South Queensferry Limited (Registered Number SC167959) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
36. Miller (Arena Central) Limited (Registered Number 04155620) as Debtor whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
37. The Royal Bank of Scotland Plc (Registered Number NF002594) as Security Agent whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
38. The Royal Bank of Scotland Plc (Registered Number NF002594) as Senior Agent whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
39. The Royal Bank of Scotland Plc (Registered Number NF002594) as one of the Senior Lenders whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
40. National Australia Bank Limited (Registered Number ABN 12 004 044 937) as one of the Senior Lenders whose registered office is at 88 Wood Street, London EC2V 7QQ;
41. Bank of Scotland Plc (Registered Number SC327000) as one of the Senior Lenders whose registered office is at 4th Floor Citymark 150 Fountainbridge Edinburgh EH3 1SE;
42. The Royal Bank of Scotland Plc (Registered Number NF002594) as one of the Senior Arrangers whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
43. National Australia Bank Limited (Registered Number ABN 12 004 044 937) as one of the Senior Arrangers whose registered office is at 88 Wood Street, London EC2V 7QQ;
44. Bank of Scotland Plc (Registered Number SC327000) as one of the Senior Arrangers whose registered office is at 4th Floor Citymark 150 Fountainbridge Edinburgh EH3 1SE;
45. The Royal Bank of Scotland Plc (Registered Number NF002594) as a Hedge Counterparty whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
46. Bank of Scotland Plc (Registered Number SC327000) as a Hedge Counterparty whose registered office is at 4th Floor Citymark 150 Fountainbridge Edinburgh EH3 1SE;
47. The Miller Group Limited (Registered Number SC018135) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
48. TMGL Holdings Limited (Registered Number SC412598) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
49. Miller Mining Limited (Registered Number SC090434) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
50. Miller Developments Regeneration Limited (Registered Number SC207809) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
51. Miller Homes Holdings Limited (Registered Number SC255430) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
52. Miller Residential Development Services Limited (Registered Number SC207758) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;

53. Cussins Property Group Limited (Registered Number 01589824) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
54. Highfields Developments Limited (Registered Number 05850751) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
55. Miller Alpha Limited (Registered Number SC332758) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
56. Miller Airdrie Limited (Registered Number 02074908) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
57. Miller HPS Limited (Registered Number 06990256) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
58. Miller Homes Limited (Registered Number SC255429) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
59. Fairclough Homes Limited (Registered Number 01987689) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
60. Miller Corporate Holdings Limited (Registered Number SC288228) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
61. Miller Camberwell (Holdings) Limited (Registered Number 06920268) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
62. Miller Camberwell Limited (Registered Number 06920271) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
63. Miller Construction (UK) Limited (Registered Number SC209666) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
64. Miller Supplies Limited (Registered Number 06990259) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
65. Miller Developments Holdings Limited (Registered Number 00849553) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
66. Cussins Commercial Developments Limited (Registered Number 01319421) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
67. Miller Prestonholm Limited (Registered Number SC217231) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
68. Miller (Gainsborough) Limited (Registered Number SC392759) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
69. Miller (St Neots) Limited (Registered Number 03400684) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;

70. Miller Developments One Limited (Registered Number SC393096) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
71. Miller Inverness Limited (Registered Number SC393097) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
72. Miller Developments Limited (Registered Number SC178108) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
73. Miller Fort William Limited (Registered Number 06016149) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
74. Miller Fullwood Limited (Registered Number 06018748) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
75. Miller Developments Northern Limited (Registered Number SC178109) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
76. Miller Holdings (International) Limited (Registered Number SC115235) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
77. Miller (Leeds) Lift Limited (Registered Number 05152645) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
78. Miller Emblem Investments Limited (Registered Number SC288590) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
79. Miller (North Hub) Investments Limited (Registered Number SC390849) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
80. Miller (Barking And Havering) Limited (Registered Number 04971210) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
81. South Queensferry Limited (Registered Number SC167959) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
82. Miller (Arena Central) Limited (Registered Number 04155620) as an Intra-Group Lender whose registered office is at Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH;
83. Bank of Scotland Plc (Registered Number SC327000) as an Ancillary Lender whose registered office is at 4th Floor Citymark 150 Fountainbridge Edinburgh EH3 1SE;
84. The Royal Bank of Scotland Plc (Registered Number NF002594) as an Ancillary Lender whose registered office is at 10th Floor, 280 Bishopsgate, London, EC3M 4RB;
85. Maurice Charles Bourne, Moat Pensions Limited (Registered Number SC134776) whose registered office is at Dalmore House 310 St. Vincent Street Glasgow G2 5QR and Nigel Durham Smith together in their capacity as the trustees of the Pension Scheme and in no other capacity by Moat Pensions Limited in terms of authority delegated to them by the Pension Creditor.

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 2

3.2 Mortgage

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

3.3 Fixed charges

To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Mortgage*) of the Deed or by way of specific legal charge in favour of the Security Agent or effectively assigned pursuant to Clause 3.5 (*Assignment by way of Security*) of the Deed as security for the payment of the Secured Obligations, each Chargor charges by way of first fixed charge:

- 3.3.1 all estates or interests in any Real Property in England and Wales now or hereafter belonging to it, save to the extent prohibited in terms of any agreement relating to such Real Property;
- 3.3.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property, save to the extent prohibited in terms of such agreement;
- 3.3.3 all its rights under any occupational lease, licence or other right of occupation, save to the extent prohibited in terms of any agreement relating to such right;
- 3.3.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant or machinery, save to the extent prohibited in terms of any agreement relating to such property;
- 3.3.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;
- 3.3.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- 3.3.7 all its rights under any interest rate hedging arrangements;
- 3.3.8 its goodwill;
- 3.3.9 its uncalled capital;
- 3.3.10 the Shares specified against its name in schedule 3 of the Deed (appended as Continuation Sheet 3 of the foregoing Form M466);
- 3.3.11 all its right, title and interest in any Investment including all rights which a Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;
- 3.3.12 all its right, title and interest in any Intellectual Property belonging to it or (to the extent of its interest) in which it has an interest;
- 3.3.13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset

specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them; and

3.3.14 any beneficial interest, claim or entitlement it has to any assets of any pension fund.

provided always that none of the Excluded Assets shall be included in Clause 3.3 of the Deed.

3.4 Exceptions to fixed security

The fixed security from time to time created by the Deed does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

3.5 Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.3 (Fixed Charges) of the Deed as security for the payment Secured Obligations, each Chargor assigns and agrees to assign absolutely all of its right, title and interest in:

- 3.5.1 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies; and
- 3.5.2 each of the Assigned Documents (appended as Continuation Sheet 4 to the foregoing Form M466) to which it is a party.

Until the Deed becomes enforceable pursuant to Clause 12 (*When security becomes enforceable*) of the Deed each Chargor shall be entitled to exercise all its rights under the Assigned Documents.

3.6 Floating charge

As security for the payment of the Secured Obligations each Chargor charges by way of first floating charge the whole of its property (including uncalled capital) with the exception of the Excluded Assets comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not Excluded Assets or otherwise effectively charged or assigned pursuant to the foregoing provisions of Clause 3 of the Deed or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of Clause 3 of the Deed.

6 RESTRICTION ON DEALINGS

Save as permitted by the Facilities Agreement or the Intercreditor Agreement, a Chargor will not create or permit to subsist any Security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

Definitions – in this form 466:-

Unless otherwise defined in this Form M466 or a contrary intention appears terms shall have the same meaning as defined in the Intercreditor Agreement when used in this Form M466.

“Chargor” means the Parent and each of the companies listed in schedule 1 of the Deed (*The Chargors*) (appended as Continuation Sheet 5 to the foregoing Form M466) and references to a Chargor shall include each and every such company.

“Excluded Assets” means the following assets in respect of which as at the date of the Deed security cannot be created pursuant to the Deed without the consent of a third party:

- (a) the 50 ordinary A shares of £1.00 each held by The Miller Group Limited/CTP Fareham Limited (registered number 04018553);
- (b) the 1 ordinary B and the 200 ordinary C shares of £1.00 each held by The Miller Group Limited in Miller Argent (South Wales) Limited (registered number 04261274);
- (c) the 100,000 ordinary A shares of £1.00 each held by The Miller Group Limited in Miller Birch Limited (registered number 04026982);
- (d) the ordinary share of £1.00 held by The Miller Group Limited in Miller Birch (Nottingham) Limited (registered number 07285438);
- (e) the interest that The Miller Group Limited, Miller Homes Limited and Miller Homes Holdings Limited hold pursuant to a declaration of trust and collaboration agreement among Birch Homes Limited (registered number 02196684), Birch plc (registered number 02563345), Miller Homes Limited, The Miller Group Limited, Peter James Gadsby and Miller Homes Limited dated 28 May 2004;
- (f) the 50 ordinary A shares of £1.00 each held by Miller Homes Holdings Limited in Miller Cruden Limited (registered number SC223724);
- (g) the ordinary B share of £1.00 held by Miller Homes Holdings Limited in Aire Regeneration Limited (registered number 03734459);
- (h) the 50 ordinary B shares of £1.00 each held by Miller Homes Holdings Limited in Scotmid-Miller (South Queensferry) Limited (registered number SC221875);
- (i) the 50 ordinary B shares of £1.00 each held by Miller Homes Holdings Limited in Scotmid-Miller (Great Junction Street) Limited (registered number SC221874);
- (j) the 45 ordinary B shares of £1.00 held by Miller Homes Holdings Limited in New Laurieston (Glasgow) Limited (registered number SC182682);
- (k) the 500 ordinary A shares of £1.00 each held by Miller Homes Holdings Limited in Miller Gadsby (Castle Marina) Limited (registered number 04416753);
- (l) sums due to Miller Homes Holdings Limited from New Laurieston (Glasgow) Limited pursuant to a joint venture agreement dated 21 May 1998 and originally made between the EDI Group Limited (registered number SC110956), Miller Homes Limited, The Burrell Company (Ventures) Limited (registered number SC104898) and New Laurieston (Glasgow) Limited (formerly New Laurieston Limited) as acceded to by Miller Homes Holdings Limited pursuant to a deed of adherence dated 5 July 2007;

- (m) the interest held by Miller Homes Limited in the land lying to the south of Bryning Way, Buckshaw Village, Chorley known as Whittle-le-Park, Buckshaw registered at the Land Registry under title number LAN45015;
- (n) the interest held by Miller Homes Limited in the land at Birchvale Avenue, Newcastle upon Tyne known as Greenvale Park, Birchvale Avenue registered at the Land Registry under title number TY490102;
- (o) heat exchanger units held in the name of Miller Homes Limited contained in land on the south side of Goodman Street, Leeds registered at the Land Registry under title number WYK837451;
- (p) the interest held by Fairclough Homes Limited in land lying to the south west of Hughendon Avenue, High Wycombe known as Aspect, High Wycombe registered at the Land Registry under title number BM27050;
- (q) the interest held by Fairclough Homes Limited [the land on the south side of Mill Hill Road, Mallow Way and Hareball Gardens, Bingham, Nottingham known as The Vales and Duke Mead, Bingham registered at the Land Registry under title number NT426324;
- (r) the capital interest held by Miller (Arena Central) Limited in the capital of Arena Central Developments LLP (registered number OC305452); and
- (s) the capital interest held by Miller Camberwell Limited in the capital of Alumno Miller Camberwell LLP (registered number OC358297),

provided that in each case on and from the date on which consent from the relevant third party is obtained, the security created by the Deed shall extend to and include the relevant asset.

"Facilities Agreement" means the senior facilities agreement dated of even date with the Floating Charge between, among others, the Parent, Bank of Scotland plc, National Australia Bank Limited and The Royal Bank of Scotland plc as Arrangers (as defined within the Facilities Agreement), The Royal Bank of Scotland plc as Agent and Security Agent and the Original Lenders (as defined within the Facilities Agreement).

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties (as defined in the Facilities Agreement).

"Shares" means the shares listed in schedule 3 (*Shares*) of the Deed (appended as Continuation Sheet 3 to the foregoing Form M466) together with all Related Rights.

"Real Property" means the Mortgaged Property and any other present or future freehold or leasehold property in which a Chargor has an interest 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 a Chargor in respect of that property and any monies paid or payable in respect of those covenants.

"Mortgaged Property" means the freehold and leasehold property specified in schedule 2 (*Mortgaged Property*) of the Deed (appended as Continuation Sheet 6 to the foregoing Form M466) 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.

"Related Rights" means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Deed on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments.

"Investments" means all shares and stock in the capital of any company (other than the Shares and any such shares and stock in any company registered in a jurisdiction other than England and Wales), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by a Chargor or in which a Chargor has an interest together in all cases with all Related Rights.

"Insurance Policy" means any policy of insurance or assurance in which a Chargor may at any time have an interest but excluding any third party liability or public liability insurance and any directors and officers insurance where a Chargor does not have a right to the proceeds of a claim under that policy of insurance or assurance or where a Chargor has the right to receive the proceeds of a claim under that policy of insurance or assurance but is then under an involuntary obligation to pass such proceeds to a third party.

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 3

SHARES

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
TMGL Holdings Limited	Miller Developments Holdings Limited	00849553	Ordinary Shares of £1 each	100
Miller Mining Limited	Miller Argent Holdings Limited	06330412	Ordinary Shares of £1 each	50
Miller Developments Holdings Limited	Cussins Commercial Developments Limited	01319421	Ordinary Shares of £1 each	200
Miller Developments Holdings Limited	Miller (St Neots) Limited	03400684	A Ordinary Shares of £1 each	51
Miller Developments Holdings Limited	Miller (St Neots) Limited	03400684	B Ordinary Shares of £1	51
Miller Developments Holdings Limited	Miller (Arena Central) Limited	04155620	Ordinary Shares of £1 each	2
Miller Developments Holdings Limited	City Road Basin Limited	04144791	A Ordinary Shares of £1 each	51
Miller Developments Holdings Limited	SQ3 Limited	04416359	Ordinary Shares of £1 each	1
Miller Developments Holdings Limited	The Barnsley Miller Partnership Limited	03446785	B Ordinary Shares of £1	50
Miller Developments Holdings Limited	Omega Warrington Limited	04263502	A Ordinary Shares of £1 each	50

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
Miller Developments Limited	Miller Fort William Limited	06016149	Ordinary Shares of £1 each	2
Miller Developments Limited	Miller Fullwood Limited	06018748	Ordinary Shares of £1 each	2
Miller Homes Holdings Limited	Cussins Property Group Limited	01589824	Ordinary Shares of £0.20 each	5
Miller Homes Holdings Limited	Highfields Developments Limited	05850751	Ordinary Shares of £1 each	2
Miller Homes Holdings Limited	Miller Airdrie Limited	02074908	Ordinary Shares of £1 each	2,010,000
Miller Homes Holdings Limited	Fairclough Homes Limited	01987689	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller Camberwell (Holdings) Limited	06920268	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller Supplies Limited	06990259	Ordinary Shares of £1 each	1
Miller Corporate Holdings Limited	Miller HPS Limited	06990256	Ordinary Shares of £1 each	1

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 4

ASSIGNED DOCUMENTS

Date	Parties	Description
2012	TMGL Holdings Limited Bank of Scotland plc	1992 ISDA Master Agreement and Schedule
2012	The Miller Group Limited The Royal Bank of Scotland plc	2002 ISDA Master Agreement and Schedule

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 5

THE CHARGORS

Name	Registered Office	Country of Incorporation	Registered Number
The Miller Group Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC018135
TMGL Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC412598
Miller Mining Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC090434
Miller Developments Regeneration Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC207809
Miller Homes Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC255430
Miller Residential Development Services Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC207758
Cussins Property Group Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	01589824
Highfields Developments Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	05850751
Miller Alpha Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC332758
Miller Airdrie Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	02074908
Miller HPS Limited	2 nd Floor Parsons House, Parsons Road, Washington, Tyne and Wear NE37 1EZ	England	06990256
Miller Homes Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC255429

Name	Registered Office	Country of Incorporation	Registered Number
Fairclough Homes Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	01987689
Miller Corporate Holdings Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC288228
Miller Camberwell (Holdings) Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	06920268
Miller Camberwell Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	06920271
Miller Construction (UK) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC209666
Miller Supplies Limited	2 nd Floor Parsons House, Parsons Road, Washington, Tyne and Wear NE37 1EZ	England	06990259
Miller Developments Holdings Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	00849553
Cussins Commercial Developments Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	01319421
Miller Prestonholm Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC217231
Miller (Gainsborough) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC392759
Miller (St Neots) Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	03400684
Miller Developments One Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC393096
Miller Inverness Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC393097

Name	Registered Office	Country of Incorporation	Registered Number
Miller Developments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC178108
Miller Fort William Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	06016149
Miller Fullwood Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	06018748
Miller Developments Northern Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC178109
Miller Holdings (International) Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC115235
Miller (Leeds) Lift Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	05152645
Miller Emblem Investments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC288590
Miller (North Hub) Investments Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC390849
Miller (Barking and Havering) Limited	c/o Miller Construction (UK) Limited, 6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull B37 7WY	England	04971210
South Queensferry Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC167959
Miller (Arena Central) Limited	c/o Miller, 33 Bruton Street, London, W1J 6QU	England	04155620

Pursuant to section 466 of the Companies Act 1985

Continuation Sheet 6

MORTGAGED PROPERTY

None.



FILE COPY

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

COMPANY NO. 255430

CHARGE NO. 4

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 29 FEBRUARY 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 8 MARCH 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 29
FEBRUARY 2012

BY MILLER HOMES HOLDINGS LIMITED

IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 9 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES