

MG01s

Particulars of a charge created by a company registered in Scotland



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. If
this, please use form MG01.

THURSDAY



S148V41F

SCT

08/03/2012

#47

COMPANIES HOUSE

1

Company details

Company number

S C 2 5 5 4 3 0

Company name in full

Miller Homes Holdings Limited (the "Chargor")

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

Date of creation of charge

Date of creation

d2 d9 m0 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Debenture (the "Deed")

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

The Secured Obligations.

Please see continuation sheet for definitions.

Continuation page

Please use a continuation page if
you need to enter more details.

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5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

The Royal Bank of Scotland plc as trustee, agent and security agent for each of the

Address

Secured Parties (the "Security Agent")

Postcode

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

As security for the payment of the Secured Obligations each Chargor charges by way of first floating charge the Charged Assets.

Please see continuation sheet for definitions.

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.2 (*Floating charge*) of the Deed so that the floating charge created by Clause 3.2 (*Floating charge*) of the Deed shall be a "qualifying floating charge" for the purposes of that paragraph.

5 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.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) 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 which is the subject of the floating charge or any part of it.

Continuation page

Please use a continuation page if you need to enter more details.

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8 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

Nil

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ²

Please sign the form here.

Signature

Signature

X 

X

² Signature

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

For and on behalf of MacLay Murray & Spens LLP

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name RZH/AMR/BAN/13/4536

Company name
Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX ED137

Telephone 0131 228 7000



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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



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 charge.

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

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

"Secured Obligations" means:

(i) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, or as principal debtor, guarantor or surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor or any other Obligor to the Security Agent and the other Senior Secured Parties (or any of them) under the Finance Documents; and

(ii) the Secured Pension Liabilities,

in each case together with:

(a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;

(b) any further advances and additional facilities which may be made by any Secured Party to the Chargor or any other Obligor under any Finance Document or the legal provisions applicable to the Secured Pension Liabilities and all interest, fees and costs in connection therewith;

(c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents or the legal provisions applicable to the Secured Pension Liabilities;

(d) any claim against the Chargor or any other Obligors flowing from the recovery by the Chargor or any other Obligors of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;

(e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

(f) all costs, charges and expenses incurred by the Security Agent or any other Secured Party and payable by an Obligor in connection with the protection, preservation or enforcement of its rights against the Chargor or any other Obligor.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Terms defined in the Facilities Agreement, unless otherwise defined within the Deed or unless a contrary intention appears, bear the same meaning when used in the Deed.

"Charged Assets" the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Chargors (including but not limited to any situated in Scotland) other than the Excluded Assets.

"Chargor" means each of the companies listed in schedule 1 (*The Chargors*) of the Deed (appended as Schedule 1 of this form MG01s) and references to a Chargor shall include each and every such company.

"Excluded Assets" 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 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;
- (b) 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;
- (c) the interest that Miller Homes Limited holds 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;
- (d) 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 LAN45105;

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Short particulars

- (e) 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;
- (f) 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;
- (g) the interest that Miller Homes Holdings Limited holds 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;
- (h) the 50 ordinary A shares of £1.00 each held by the Miller Homes Holdings Limited in Miller Cruden Limited (registered number SC223724);
- (i) the ordinary B share of £1.00 held by Miller Homes Holdings Limited in Aire Regeneration Limited (registered number 03734459);
- (j) the 50 ordinary B shares of £1.00 each held by Miller Homes Holdings Limited in Scotmid-Miller (South Queensferry) Limited (registered number SC221875);
- (k) 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);
- (l) the 45 ordinary B shares of £1.00 held by Miller Homes Holdings Limited in New Laurieston (Glasgow) Limited (registered number SC182682);
- (m) the 500 ordinary A shares of £1.00 each held by Miller Homes Holdings Limited in Miller Gadsby (Castle Marina) Limited (registered number 04416753); and
- (n) 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,

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 Deed between, among others, the Parent, Bank of Scotland plc, National Australia Bank Limited and The Royal Bank of Scotland plc as Arrangers, The Royal Bank of Scotland plc as Agent and Security Agent and the Original Lenders.

"Pension Creditor" MAURICE CHARLES BOURNE of 401 Heath Road South, Northfield, Birmingham B31 2BB, MOAT PENSIONS LIMITED, Registered Number SC134776, whose registered office is at Dalmore House, 310 St Vincent Street, Glasgow G2 5QR and NIGEL DURHAM SMITH of 10 Linnet Grove, Sandal, Wakefield, West Yorkshire WF2 6SF as the trustees for the time being of the Pension Scheme in that capacity and no other capacity which term shall include their successors in office as trustee(s) of the Pension Scheme in that capacity.

"Receiver" a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Deed or pursuant to statute.

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Please give the short particulars of the property charged.

Short particulars

"Secured Parties" the Senior Secured Parties, the Pension Creditor, any Receiver or Delegate.

"Secured Pension Liabilities" the "Pension Liabilities" as defined in the Intercreditor Agreement excluding any Liabilities which relate to Pension Scheme Indemnities.

Schedule 1

SCHEDULE

THE CHARGORS

Name	Registered Office	Country of Incorporation	Registered No.
Cussins Property Group Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull, B37 7WY	England	01589824
Fairclough Homes Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull, B37 7WY	England	01987689
Highfields Developments Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull, B37 7WY	England	05850751
Miller Airdrie Limited	6060 Knights Court, Solihull Parkway, Birmingham Business Park, Solihull, B37 7WY	England	02074908
Miller Homes Limited	Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	Scotland	SC255429

Name	Registered Office	Country of Incorporation	Registered No.
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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 255430

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY MILLER
HOMES HOLDINGS LIMITED

ON 29 FEBRUARY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC

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

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES