

MG01s

Particulars of a charge created by a company
registered in Scotland

13/043083
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
particulars of a mortgage or
created by a company in Eng
and Wales or Northern Ireland
this, please use form MG01.

FRIDAY



S109L34H

SCT

21/12/2012

#163

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 d1 d9 m1 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 Share pledge (the "Share Pledge")

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.

MG01s

Particulars of a charge created by a company registered in Scotland

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 Senior 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

The Charged Assets.

Please see continuation sheet for details and definitions.

MG01s

Particulars of a charge created by a company registered in Scotland

7

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

N/A

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.

MG01s

Particulars of a charge created by a company registered in Scotland

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

None.

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

For and on behalf of Maclay Murray & Spens LLP

X

② Signature

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

MG01s

Particulars of a charge created by a company registered in Scotland



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 MDD/CEXM/ROY/15/778

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

Amount secured

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

Amount secured

"Secured Obligations" means 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 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 Senior Secured Party to the Chargor or any other Obligor under any Finance Document 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;
- (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 Senior 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.

Please see continuation page on short particulars of all the property charged for definitions.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1.1 Pledge of Existing Shares

The Chargor pledges and assigns all its right, title and interest in the Existing Shares and the Related Rights derived therefrom.

1.2 Pledge of Further Shares

The Chargor undertakes to pledge and assign to the Security Agent all its right, title and interest in any Further Shares (and any Related Rights derived therefrom) to which it becomes entitled after the date of the Share Pledge promptly upon becoming entitled to the same and agrees that upon registration of any Further Shares in the name of the Security Agent or its nominee in accordance with Clause 5.2 (*Further Shares*) of the Share Pledge such Further Shares (and the Related Rights derived therefrom) shall be held by the Security Agent or its nominee in security for the payment of all the Secured Obligations in accordance with the terms of the Share Pledge.

1.3 Additional security

The Share Pledge shall be without prejudice and in addition to any other security which may at any time be held by the Security Agent or any other Senior Secured Party from the Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.

1.4 Restriction on Dealings

Save as permitted by the Facilities Agreement or the Intercreditor Agreement, the 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.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Definitions

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

"Charged Assets" means the Shares and the Related Rights.

"Chargor", "Security Agent", "Senior Secured Party", "Senior Secured Parties" "Obligor", "Obligors" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

"Existing Shares" means the shares in the capital of the Company particulars of which are set out in the Schedule to the Share Pledge (a copy of which is attached to this form MG01s).

"Intercreditor Agreement" has the same meaning as the definition in the Facilities Agreement.

"Facilities Agreement", a "Finance Document", "Finance Documents" or any other agreement or instrument is a reference to that Facilities Agreement or Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part.

"Facilities Agreement" means the senior facilities agreement dated 29 February 2012 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.

"Further Shares" means any shares (or other securities derived from any shares) in the capital of the Company (other than the Existing Shares) in which the Chargor has any interest from time to time.

"Original Lenders" has the same meaning as the definition in the Facilities Agreement.

"Parent" has the same meaning as the definition in the Facilities Agreement.

"Senior Secured Parties" has the same meaning as the definition in the Facilities Agreement.

"Shares" means the Existing Shares and the Further Shares.

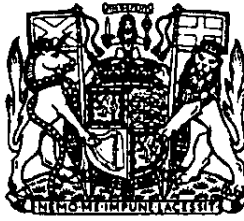
"Related Rights" means all rights derived from the Shares including rights to dividends and other distributions paid or payable after the date of this Share Pledge on all or any of the Shares and all rights to stocks, shares or other securities (and dividends, interest and other distributions thereon) 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 the Shares or in substitution or exchange for all or any of the Shares.

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE GRANTED BY MILLER HOMES HOLDINGS LIMITED IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT FOR ITSELF AND OTHERS)

THE SCHEDULE

THE EXISTING SHARES

Company in which shares held	Regd. No.	Class and nominal value of shares	Number of shares of that class	Issued share capital of that class
Miller Homes Limited	SC255429	Ordinary £1	175,000,000	175,000,000



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 255430

CHARGE NO. 5

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

ON 19 DECEMBER 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 21 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 24 DECEMBER
2012**



Companies House



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