

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



"S148V4Y3"

SCT

08/03/2012

#194

COMPANIES HOUSE

1

Company details

Company number

S C 2 8 8 5 9 0

Company name in full

Miller Emblem Investments 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

d 2 d 9 m 0 m 2 y 2 y 0 y 1 y 2

3

Description

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

Description

Bond and Floating Charge (the "Floating Charge")

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

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Name

--	--	--	--	--	--	--	--

Address

--	--	--	--	--	--	--	--

Postcode

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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 Chargor grants a floating charge in favour of the Security Agent over the Charged Assets.

Please see continuation sheet for definitions.

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

3.3 Priority

3.3.1 The floating charge created by Clause 3.2 (*Floating charge*) shall, subject to the terms of the Facilities Agreement and the Intercreditor Agreement and to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Third Party Fixed Charges granted by the Chargor and any Fixed Security granted by the Chargor in favour of the Security Agent which shall rank in priority to the floating charge created by Clause 3.2 (*Floating charge*)) and to any other floating charge (other than any floating charge granted pursuant to an English law debenture by the Chargor in favour of the Security Agent dated of even date with this Floating Charge which floating charge shall rank equally with this Floating Charge).

3.3.2 The Chargor shall not, subject to the terms of the Facilities Agreement and the Intercreditor Agreement, without the prior written consent of the Security Agent, create or permit to exist any Fixed Security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the floating charge created by Clause 3.2 (*Floating charge*) except for any Third Party Fixed Charges granted by the Chargor, any Fixed Security granted by the Chargor in favour of the Security Agent or any floating charge granted pursuant to an English law debenture by the Chargor in favour of the Security Agent dated of even date with this Floating Charge which floating charge shall rank equally with this Floating Charge.

3.4 Qualifying Floating Charge

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

Please see continuation sheet for definitions.

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

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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

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

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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 DX ED137 Edinburgh

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

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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.

MG01s - continuation page

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6

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 in the Floating Charge or unless a contrary intention appears, bear the same meaning when used in the Floating Charge.

"Charged Assets" means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Chargor other than the Excluded Assets.

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

- (a) 50 Ordinary A shares of £1.00 each held by the Chargor in Miller/CTP Fareham Limited (registered number 04018553);
- (b) 1 Ordinary B share of £1.00 and 200 Ordinary C shares of £1.00 each held by the Chargor in Miller Argent (South Wales) Limited (registered number 04261274);
- (c) 100,000 Ordinary A shares of £1.00 each held by the Chargor in Miller Birch Limited (registered number 04026982);
- (d) 1 Ordinary Share of £1.00 held by the Chargor in Miller Birch (Nottingham) Limited (registered number 07285438); and
- (e) the interest that the Chargor 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 (registered number SC255429), the Chargor, Peter James Gadsby and Miller Homes Holdings Limited (registered number SC255430) dated 28 May 2004,

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 Floating Charge 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, The Royal Bank of Scotland plc as Agent and Security Agent and the Original Lenders.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 288590

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY MILLER
EMBLEM INVESTMENTS 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 9 MARCH 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES