

Pursuant to section 155(6) of the Companies Act 1985

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

**To the Registrar of Companies  
(Address overleaf - Note 5)**

For official use

Company number

SC300621

**Note**  
Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Terrace Hill Lettings (the "Company")

\* insert full name  
of company

XWe 0 Donald Ross Macdonald, Flat 2R, 37 Bellshaugh Gardens, Kelvinside, Glasgow G12 0SA,

Ø insert name(s) and address(es) of all the directors

Miranda Anne Kelly, 21 Rozelle Avenue, Waterside, Newton Mearns, Glasgow G77 6YS,

Richelle Maree Turner, Flat 2/1, 6 Penrith Drive, Glasgow G12 0DJ,

June Patricia McDowell, 139 Hamilton Road, Rutherglen G73 3BE

† delete as appropriate

~~The sole director~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

~~XXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] ~~XXXXXXXXXXXXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] XX

~~XXXXXXXXXXXXXXXXXXXXX~~ +

The number and class of the shares acquired or to be acquired is: 9,900 shares of £1 each

Presentor's name address and  
reference (if any) :

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

DX ED58      Edinburgh  
JAF.T10103.1003-0004

For official Use  
General Section



807  
COMPANIES HOUSE

27/07/2020

The assistance is to be given to: (note 2) Terrace Hill Residential plc  
(Company Number SC295817) of James Sellars House, 144 West George Street,  
Glasgow G2 2HG ("THR")

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Paper Apart 1

The person who ~~XXXXXXX~~ [will acquire] † the shares is:

† delete as  
appropriate

THR

The principal terms on which the assistance will be given are:

See Paper Apart 2

The amount of cash to be transferred to the person assisted is £ up to £50,000,000

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof



## TERRACE HILL LETTINGS

COMPANY NUMBER SC 300621

FORM 155(6)a

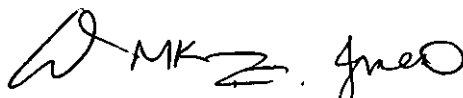
### PAPER APART 1

Note: The terms defined in the foregoing Form 155(6)a and in Paper Apart 2 shall have the same meanings where used in this Paper Apart 1.

The assistance to be provided by the Company will take the form of:

- 1 the grant of a guarantee by the Company in favour of the Finance Parties in terms of the Facilities Agreement guaranteeing sums due by THR under the Finance Documents (the "**Guarantee**") and an obligation in terms of the Facilities Agreement to grant a standard security or legal charge (as appropriate) over each Consent Property acquired by the Company;
- 2 the grant of a debenture to be made between the Company and The Governor and Company of the Bank of Scotland as security trustee for the Finance Parties (the "**Security Trustee**") creating fixed and floating charges over the whole of the Company's property, undertaking and assets and a further assurance obligation to enter into such other charges, assignments and assignments and to do all things necessary to perfect and protect the security in favour of the Security Trustee (the "**Debenture**");
- 3 the grant by the Company of a standard security or legal charge (as appropriate) in favour of the Security Trustee in respect of each Consent Property acquired by the Company (the "**Fixed Charges**");
- 4 the grant by the Company of an assignation by way of security of its rights under the Sale and Purchase Agreement (the "**Assignment**");
- 5 the entry into by the Company of a duty of care agreement between the Company, the Security Trustee and Vincent Street Management Limited (as Managing Agent) in terms of which the Company and the said Managing Agent undertake certain obligations to the Security Trustee (the "**Duty of Care Undertaking**"); and
- 6 the entry into by the Company of an intra group funding agreement between the Company (as lender) and THR (as borrower) (the "**Intra Group Funding Agreement**") pursuant to which the Company will provide loan facilities to THR for the purposes of *inter alia* enabling THR to make payments required to be made by it pursuant to the Finance Documents

(the documents specified in paragraphs 1-6 (inclusive) above being together referred to as the "**Documents**")



**TERRACE HILL LETTINGS****COMPANY NUMBER SC 300621****FORM 155(6)a****PAPER APART 2**

- 1 Pursuant to the Facilities Agreement, the Finance Parties have offered to make available to THR term loan facilities of up to £275,000,000 and to provide a guarantee in respect of hedging liabilities to *inter alia* assist THR to fund (i) THR's payment for 100 shares of £1 each in the capital of the Company which have been issued to THR and its nominee nil paid, and (ii) THR's subscription for 9,900 additional shares of £1 each in the share capital of the Company, in each case at a premium of £24,847 per share (the "**Subscription**"). It is a condition of such facilities being made available to THR that the Company enters into the Documents.
- 2 In terms of the Facilities Agreement the Company undertakes to grant a standard security or legal charge, as appropriate over each Consent Property acquired by the Company.
- 3 In terms of the Guarantee, the Company will grant a guarantee and indemnity in favour of the Finance Parties for sums due by THR under the Finance Documents, the Company's liability under such guarantee being restricted to the value of the Company's assets charged to the Security Trustee from time to time.
- 4 In terms of the Debenture, the Company will grant in favour of the Security Trustee in support of the Guarantee various fixed charges, assignments and a floating charge over the whole property, undertaking and assets of the Company and a further assurance obligation to enter into such other charges, assignments and assignments and to do all things necessary to perfect or protect the security granted in favour of the Security Trustee.
- 5 In terms of the Fixed Charges, the Company will grant in favour of the Security Trustee in support of the Guarantee a standard security or legal charge as appropriate over each of the Consent Properties acquired by the Company.
- 6 In terms of the Assignment the Company will grant in favour of the Security Trustee in support of the Guarantee an assignment of the Company's rights under the Sale and Purchase Agreement.
- 7 In terms of the Duty of Care Undertaking the Company will undertake to the Security Trustee to enforce its obligations against the Managing Agent and advise the Security Trustee of the occurrence of certain events in relation to the management of the Consent Properties.
- 8 In terms of the Intra Group Funding Agreement, the Company agrees to provide loan facilities to THR for the purposes of enabling THR to make payments required to be made by it pursuant to the Finance Documents.

**DEFINITIONS**

For the purposes of this Form 155(6)a and the papers apart thereto, the following terms and expressions shall have the meanings set out beside them below:-

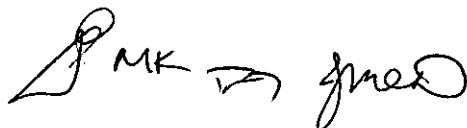
**"Consent Properties"** means each of the properties specified in Paper Apart 3.

**"Facilities Agreement"** means the facilities agreement dated 25<sup>th</sup> July 2006 between (1) THR as Borrower, (2) the Company, Skye Investments Limited and Terrace Hill Group plc as Guarantors and (3) The Governor and Company of the Bank of Scotland as Original Bank, Agent, BoS Hedging Guarantor and Security Trustee.

**"Finance Documents"** means the Facilities Agreement and all security documents granted by THR, the Company and others in support of sums due under the Facilities Agreement and any other document designed as a **"Finance Document"** by the Agent and THR.

**"Finance Parties"** means The Governor and Company of the Bank of Scotland as Agent, Security Trustee, a Bank, a Hedge Counterparty and as Hedging Guarantor in terms of the Facilities Agreement and its successors and assignees in such capacities.

**"Sale and Purchase Agreement"** means the sale and purchase agreement dated 15 May 2006 among (1) At.Home Nationwide Limited, (2) Nationwide Building Society, (3) the Company and (4) Vincent Street Management Limited relative to the acquisition by the Company of a portfolio of freehold, heritable and leasehold properties from At.Home Nationwide Limited.

A handwritten signature in black ink, appearing to be 'JMK' followed by a stylized flourish.

**TERRACE HILL LETTINGS****COMPANY NUMBER SC 300621****FORM 155(6)a****PAPER APART 3**

- 1 Block A, Olympian Court, Tower Hamlets
- 2 Conifer Way and Ash Walk, North Wembley
- 3 Central Hall,
- 4 The Three Bridges
- 5 Filton Court
- 6 Garages at Salisbury Place
- 7 Flat 4 Sycamore House, Salisbury Square
- 8 Cotton Avenue
- 9 Saturday Bridge
- 10 Great Hampton Street
- 11 Tudor House
- 12 St Paul's Mews
- 13 Mendip Cort
- 14 Meredith Mews
- 15 Freeland Park
- 16 Timberdene
- 17 Hillgate Place
- 18 Wellmeadow Farm, Newton Mearns, Glasgow

Handwritten signature and initials. The initials 'MK' are written in a large, stylized font, followed by a signature that appears to be 'jmerD'.



**BDO Stoy Hayward LLP**  
Chartered Accountants

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168 West George Street Glasgow G2 2PT  
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Facsimile: +44 (0)141 332 5467  
LP 55 Glasgow - 6  
Web site: [www.bdo.co.uk](http://www.bdo.co.uk)

The Directors  
Terrace Hill Lettings  
144 West George Street  
Glasgow  
G2 2HG

25 July 2006

Dear Sirs

**Independent auditors' report to the directors of Terrace Hill Lettings (the "Company") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of the Company dated 25 July 2006 in connection with the proposal that the Company should give financial assistance for the acquisition by way of subscription for 9,900 shares in the share capital of the Company.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

  
BDO Stoy Hayward LLP