

# MG01s

## Particulars of a charge created by a company registered in Scotland



**iris**  
LASERFORM

**A fee is payable with this form.**

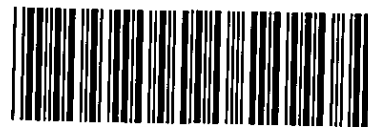
We will not accept this form unless you send the correct fee.

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  
particulars of a mortgage  
created by a company in  
England and Wales or Northern Ireland  
this, please use form MG01

THURSDAY



\*SBEHRG9E\*

SCT

31/12/2009

1250

COMPANIES HOUSE

### 1 Company details

Company number S C 3 6 4 0 9 6  
Company name in full Alumno Miller Telford (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 d1 m1 m2 y2 y0 y0 y9

### 3 Description

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

Description Charge over accounts (the "Charge")

### 4 Amount secured

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

Amount secured All monies, costs, charges, expenses, liabilities  
and obligations whether certain or contingent which  
at the time of the Charge or thereafter may be or  
become due and owing by the Chargor to the Lender  
whether solely or jointly with one or more persons  
and whether as principal debtor or guarantor or  
surety (the "Secured Obligations").

#### Continuation page

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

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## 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 Alliance & Leicester plc (the "Lender")

Address Carlton Park, Narborough, Leicester

Postcode L E 1 9 0 A L

Name

Address

Postcode

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## 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 Please see relevant continuation pages.

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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 <sup>1</sup>

None.

<sup>1</sup> 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.

## 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 <sup>2</sup>

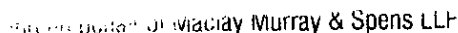
Please sign the form here.

Signature

Signature



For and on behalf of MacLay Murray & Spens LLP



X

### <sup>2</sup> Signature

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

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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 Ref: TZW/SMK/ABB/15/136

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode 

E	H	3		9	E	P
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Country Scotland

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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

### 1. UNDERTAKING TO PAY

Under the terms of the Charge, the Chargor undertakes to the Lender that it will on demand pay or discharge the Secured Obligations together with interest thereon from the date of such demand to the date of payment at 2% (two per cent.) per annum above the rate then payable on the Secured Obligations in respect of which such demand has been made.

### 2. CHARGE

Under the terms of the Charge, the Chargor, in security for the payment or discharge of the Secured Obligations and with full title guarantee, charges by way of first fixed charge to the Lender the Accounts, the Deposits and all interest that may from time to time be payable on the Deposits.

### 3. OPERATION OF THE ACCOUNTS

3.1 Under the terms of the Charge, all interest on each of the Deposits shall, unless otherwise agreed in writing by the Lender, be credited to the relevant Account.

3.2 Under the terms of the Charge, the Chargor shall have sole signing rights in relation to the operation of each of the Accounts (the "Signing Rights") until the occurrence of a Default. On the occurrence of a Default, the Lender shall have the Signing Rights.

3.3 Under the terms of the Charge, upon the occurrence of a Default which is continuing, until the Secured Obligations have been irrevocably paid or discharged in full, the Chargor shall not, unless otherwise agreed by the Lender in writing, be entitled to withdraw any amount standing to the credit of any of the Accounts nor shall any such amount be repayable, notwithstanding the terms of any Deposit or the operation of such Account.

3.4 Under the terms of the Charge, the Chargor undertakes that it will not, except in terms of the Charge, assign or otherwise deal with the amount standing to the credit of the Accounts or create or allow any Security Interest over any of the Accounts.

3.5 Otherwise each Account shall be operated in accordance with the Facility Agreement.

### 4. SET-OFF

4.1 Under the terms of the Charge, the Lender may at any time and from time to time (before or after any demand made under the Charge) without prior notice to the Chargor exercise a right of set-off, compensation or retention in respect of any amount at the time of the Charge or at any time thereafter standing to the credit of any of the Accounts against payment of any amount which may at the time of the Charge or at any time thereafter be due and payable from the Chargor to the Lender whether actually or contingently, alone or jointly with any other person and whether as principal, guarantor, surety or otherwise.

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars	<p>4.2 Under the terms of the Charge, if the amounts referred to in clause 5.1 of the Charge (clause 4.1 of this continuation page) are in different currencies, the Lender may convert any such amount at the Lender's spot rate of exchange for the purposes of exercising its rights under that Clause.</p>
	<p>4.3 The rights conferred by clause 5 of the Charge (clause 4 of this continuation page) shall be in addition to, and independent of, any lien, right of retention, compensation or set-off conferred by law.</p>
	<p>5. <b>CONTINUING SECURITY</b></p>
	<p>5.1 The Charge is a continuing security irrespective of any intermediate payment or satisfaction of the Secured Obligations or any of them.</p>
	<p>5.2 The obligations of the Chargor under the Charge shall remain in full force and effect irrespective of any act, event or matter which might, as a matter of law or otherwise, discharge the security hereby created including:</p>
	<p>5.2.1 any time or other indulgence granted in respect of any of the Secured Obligations; or</p>
	<p>5.2.2 any increase in or waiver or discharge of any of the Secured Obligations or any amendment or termination of any agreement relating to the Secured Obligations; or</p>
	<p>5.2.3 a Lender abstaining from perfecting or enforcing or giving up or waiving any other security, guarantee or other right or remedy for all or any of the Secured Obligations; or</p>
	<p>5.2.4 any legal limitation, disability, incapacity or other circumstance relating to, any invalidity, unenforceability or frustration of any of the obligations of, any debtor in respect of the Secured Obligations.</p>
	<p>6. <b>ADDITIONAL SECURITY</b></p>
	<p>6.1 This Charge is without prejudice and in addition to any other security which may at any time be held by a Lender 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.</p>
	<p>6.2 Under the terms of the Charge, the Lender is not obliged before exercising any of the rights conferred on it by this Charge or by law:</p>
	<p>6.2.1 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against the Chargor or any other person; or</p>
	<p>6.2.2 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of the Chargor or any other person.</p>

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

#### 7. PERFECTION OF SECURITY

Under the terms of the Charge, the Chargor undertakes to promptly upon demand, execute any further document or do any act or thing which the Lender may reasonably specify with a view to perfecting this Charge or the security created or intended to be created by this Charge or which the Lender may specify with a view to facilitating the exercise or the proposed exercise of any of its powers under the Charge.

#### DEFINITIONS

“**Account**” means any account specified in Schedule 1 (*Accounts*) of the Charge and the Schedule to this continuation page and any other account or sub-account opened or maintained by the Chargor from time to time and, in each case, the debt or debts represented thereby.

“**Default**” shall have the meaning given to it in the Facility Agreement

“**Deposit**” means all amounts (including interest) standing to the credit of any of the Accounts from time to time.

“**Facility Agreement**” means the loan facility agreement entered into on or around the date of the Charge between, amongst others, the Chargor and the Lender in respect of term loan facilities of up to £4,550,000.

“**Security Interest**” means any mortgage, charge, pledge, hypothecation, title retention, lien, assignment or assignment by way of security or other agreement or arrangement having the effect of conferring security.

#### SCHEDULE

**Account Name:** HoldCo Account

**Account Number:** 06965040

**Sort Code:** 72-00-00



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 364096  
CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY ALUMNO  
MILLER TELFORD (HOLDINGS) LIMITED

ON 21 DECEMBER 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ALLIANCE & LEICESTER PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 31 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 JANUARY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES