



**Registration of a Charge**

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X5YQRTZF

Received for Electronic Filing: **23/01/2017**

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**Details of Charge**

Date of creation: **18/01/2017**

Charge code: **SC25 5429 0287**

Persons entitled: **BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description: **THE FORMER NEWBOLD SCHOOL, NEWBOLD ROAD, CHESTERFIELD BEING THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER DY503672 AND PART OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS DY400542, DY400537 AND DY437476.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DARREN CRAIG FOR AND ON BEHALF OF CMS CAMERON MCKENNA LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 255429

Charge code: SC25 5429 0287

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th January 2017 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2017 .

Given at Companies House, Edinburgh on 24th January 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**THIS SUPPLEMENTAL DEBENTURE** is made the 18 day of JANUARY 2017

**AMONG:**

- (1) **MILLER HOMES LIMITED** (registered number SC255429) having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH (the "**Chargor**"); and
- (2) **BANK OF SCOTLAND PLC** as trustee, agent and security agent for itself and on behalf of each of the Secured Parties (the "**Security Agent**").

and is supplemental to the Debenture (as defined below).

**BACKGROUND**

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facilities Agreement.
- (B) It is a condition to the Secured Parties continuing to make available the credit facilities pursuant to the terms of the Facilities Agreement that the Chargor enters into this Supplemental Debenture.
- (C) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

*Definitions*

1.1 In this Supplemental Debenture:

1. "**Debenture**": the debenture dated 26 June 2015 between the Chargor and the Security Agent for and on behalf of the Secured Parties, as supplemented, acceded to and amended from time to time;
2. "**Facilities Agreement**": the senior facilities agreement dated 22 June 2015 and made between, amongst others, (1) the Chargor, (2) Bank of Scotland plc and HSBC Bank plc as mandated lead arrangers, (3) the financial institutions listed in part II of schedule 1 to the facilities agreement as lenders, (4) Bank of Scotland plc as agent of the Finance Parties and (5) the Security Agent.
3. "**Mortgaged Property**": the freehold and leasehold property specified in the Schedule hereto (*Mortgaged Property*) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

*Interpretation*

- 1.2 The provisions set out at clause 1 of the Debenture shall apply equally to this Supplemental Debenture.
- 1.3 This Supplemental Debenture is a Finance Document and a Security Document.

**2. FIXED SECURITY**

*Mortgage*

- 2.1 The Chargor charges by way of first legal mortgage all its right title and interest in the Mortgaged Property.

*Fixed Charge*

- 2.2 To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2.1 (*Mortgage*) above, as security for the payment of the Secured Obligations, the Chargor charges by way of first fixed charge the Mortgaged Property

**3. LAND REGISTRY**

In respect of the Mortgaged Property specified in the Schedule the Chargor consents to a restriction being entered on the Register of the titles of such of the Chargor's Mortgaged Property as is now or in the future registered under the Land Registration Act 2002 in the following form:

"No disposition of the registered estate by the proprietor of the registered estate (other than a lease), or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2017 in favour of Bank of Scotland plc referred to in the charges register or their conveyancers."

**4. CONTINUATION**

- 4.1 References in the Debenture to "this Debenture", "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Debenture and to this Supplemental Debenture.
- 4.2 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
- (a) the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property charged pursuant to Clause 3 of the Debenture and the definition of "Real Property" shall include the Mortgaged Property described in the Schedule hereto; and
  - (b) the Chargor acknowledges that references to the "Debenture" in any Facilities Agreement is a reference to the Debenture as amended by this Supplemental Debenture.
- 4.3 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.

**5. COUNTERPARTS**

This Supplemental Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

**6. GOVERNING LAW**

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

**IN WITNESS WHEREOF** this Supplemental Debenture has been duly executed as a Deed on the date first above written.

## **SCHEDULE**

### **MORTGAGED PROPERTY**

The former Newbold School, Newbold Road, Chesterfield being the whole of the land registered at the Land Registry under Title Number DY503672 and part of the land registered at the Land Registry under Title Numbers DY400542, DY400537 and DY437476 shown edged red on the attached plan.

## SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

### Chargor

Executed as a deed by  
**MILLER HOMES LIMITED**  
acting by  
in the presence of:

)  
)  
)  
) *Director* *JULIE JACKSON*

Name of witness:

Signature of witness:

*KIRSTY CATHAN*

Address:

*2 LORNAIE VIEW*

*EDINBURGH, EH12 9AH*

Occupation:

*LA*

### Security Agent

Executed as a deed by  
**BANK OF SCOTLAND PLC**  
as Security Agent  
in the presence of this witness:

)  
)  
)  
) *Authorised Signatory RICHARD ROBINSON*

Name of witness:

Signature of witness:

*Jennifer Ross*

Address:

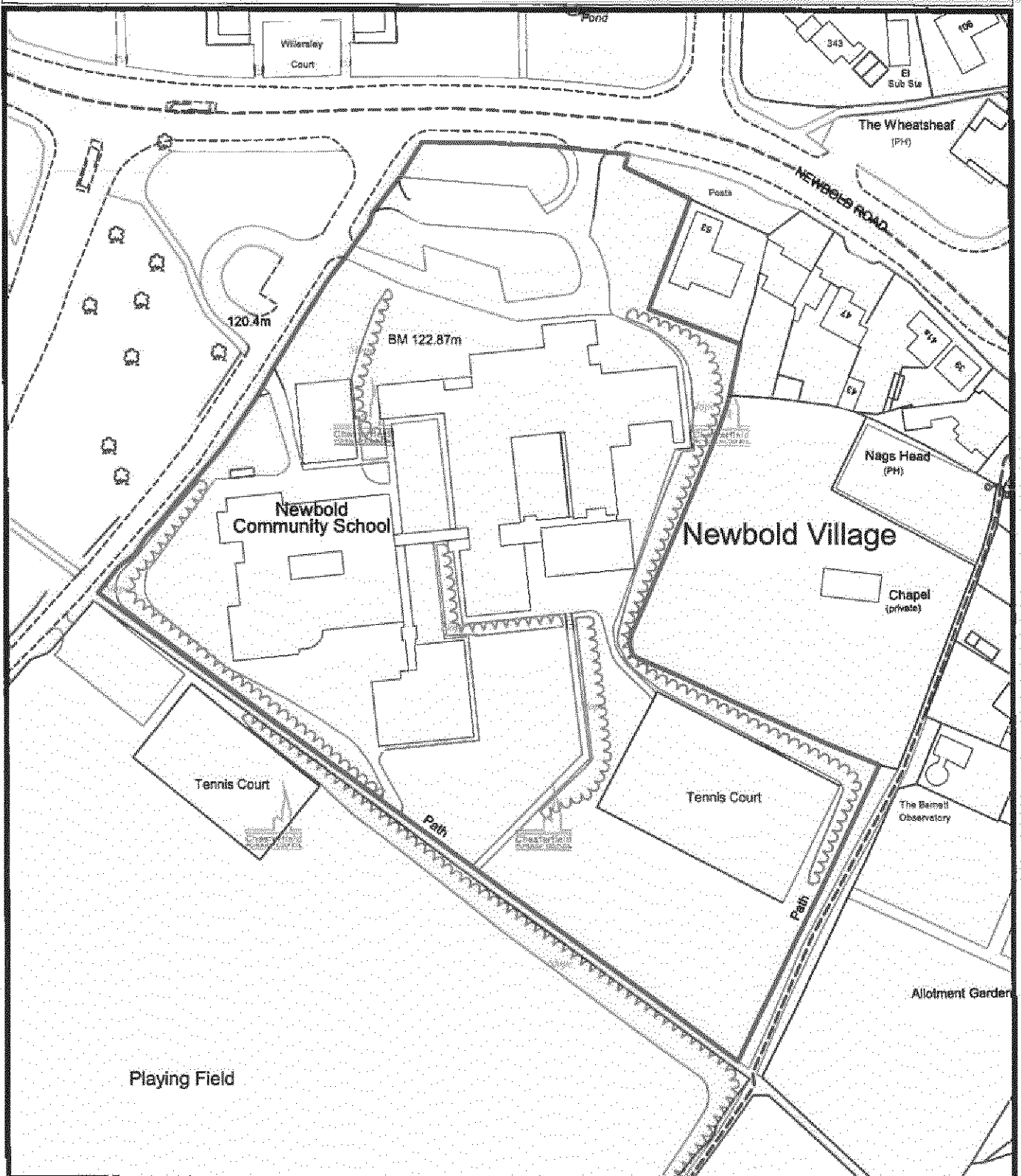
*c/o CMS CAMERON MCKENNA LLP*

*SALTIRE COURT, 20 CASTLE TERRACE, EDINBURGH, EH1 2EN*

Occupation:

*TRAINEE SOLICITOR*

# Newbold School Site - Lease to Derbyshire County Council



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Scale 1:1250 Date Plotted 3/11/2016

Plot centred at 436793 372863

hy.estates.lm.newbold\_dclease



