

# M

CHFP041

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legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

Name of company

\*Miller Homes Cambridge Limited (the **Company**)

Date of creation of the charge

04 June 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the **Debenture**)

Amount secured by the mortgage or charge

1 All money and liabilities and other sums agreed in the Debenture to be  
paid by the Company to the Bank, and2. All other money and liabilities expressed to be secured by the  
Debenture (including, without limitation, any expenses and charges  
arising out of or in connection with the acts or matters referred to in  
clauses 10, 13, 18 and 23 of the Debenture),but excluding any obligation in respect of which the grant of security  
under the Debenture would contravene Section 151 of the Companies Act  
1985 (the **Secured Obligations**)

See Paper Apart 1 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Scotland plc (Registered Number SC095237), having its  
registered office at Henry Duncan House, 120 George Street, Edinburgh  
(the **Bank**)

Postcode EH2 4LH

Presentor's name, address and  
reference (if any)Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2ENTime critical reference  
JCH/CLP/NAT046.0478

For official use (06/2005)

Mortgage Section

Post room

WEDNESDAY



SCT

\*SXKA20H2\*

11/06/2008

158

COMPANIES HOUSE

# 395

COMPANIES HOUSE  
FEE PAID

For official use: Company number

03647653

Short particulars of all the property mortgaged or charged

See Paper Apart 2

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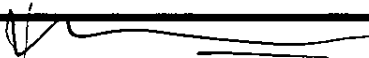
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lettering*

*A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)*

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 11/6/08

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~

Notes

† Delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

**This is the Paper Apart 1 referred to in the foregoing Form 395 in respect of a Debenture dated 04 June 2008 by Miller Homes Cambridge Limited in favour of Lloyds TSB Scotland plc**

In the foregoing Form 410 the following terms shall have the following meanings

**"Charged Property"** means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described in sub-clause 4.1 of the Debenture (as set out in 1.1 of Paper Apart 2) and references to the Charged Property include references to any part of it,

**"Credit Agreements"** means all agreements at the date of the Debenture or thereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements at the date of the Debenture and thereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company,

**"Enfranchising Legislation"** means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954,

**"Environmental Laws"** means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Clean Air Acts, the Alkali, etc, Works Regulation Act 1906, the Planning (Hazardous Substances) Act 1990, the Public Health Acts and the Radioactive Substances Act 1960 and any European Union directives or regulations regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation and direction made or issued thereunder or deriving validity therefrom,

**"Environmental Licence"** means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Laws,

**"Hiring Agreements"** means all rights under all agreements (not being Credit Agreements) at the date of the Debenture or thereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) at the date of the Debenture or thereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company,

**"Instalment Credit Agreements"** means the Credit Agreements and the Hiring Agreements,

**"Intellectual Property Rights"** means,

- (a) all present (at the date of the Debenture) and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company, and

every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated,

**“Interests in Securities”** means the Securities and all stocks, shares, securities, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith, and

**“Securities”** means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which may at the date of the Debenture or at any time thereafter be owned by the Company or in which the Company may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including, without limitation

- (b) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present (at the date of the Debenture) and future in or from any company which is may at the date of the Debenture or thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company,
- (c) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are now or may at any time hereafter be lodged by the Company on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company,

all property and rights of the Company in respect of any account at the date of the Debenture or thereafter held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation

**This is the Paper Apart 2 referred to in the foregoing Form 395 in respect of a Debenture dated 04 June 2008 by Miller Homes Cambridge Limited in favour of Lloyds TSB Scotland plc**

# 1 Charges

- 1.1 The Company with full title guarantee charges with the payment of the Secured Obligations and so that the charges created by the Debenture shall be a continuing security

First The freehold and leasehold property (if any) of the Company both present (at the date of the Debenture) and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to the Debenture, as set out in Paper Apart 3 (and, where any such property is leasehold, any present (at the date of the Debenture) or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present (at the date of the Debenture) and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Secondly All book debts both present (at the date of the Debenture) and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights

Thirdly All other debts, claims, rights and choses in action both present (at the date of the Debenture) and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)

- (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present (at the date of the Debenture) and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),
- (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee in each case whether present (at the date of the Debenture) or future of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),
- (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),
- (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present (at the date of the Debenture) or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),

- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
- (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Secondly described in this sub-clause

Fourthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods

- (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,
- (b) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements,
- (c) the full benefit of and all rights relating to the Instalment Credit Agreement including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
- (d) the Company's present (at the date of the Debenture) and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
- (e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

Fifthly

- (a) the Securities,
- (b) all rights in respect of or incidental to the Securities, and
- (c) the Interests in Securities

Sixthly The Intellectual Property Rights

Seventhly The goodwill and the uncalled capital of the Company both present (at the date of the Debenture) and future

Eighthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) at the date of the Debenture or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

Ninthly All the rights, interests and benefits of the Company under any present (at the date of the Debenture) or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Tenthly The undertaking and all property and assets of the Company both present (at the date of the Debenture) and future including (without prejudice to the generality of the foregoing) the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described (if and in so far as the charges thereon or any part or parts thereof herein contained shall for any reason be ineffective as fixed charges) and including heritable property and all other property and assets in Scotland whether or not the same are effectively charged pursuant to any other part of the Debenture

1 2 The security created shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Tenthly described shall be a first floating charge

1 3 The security constituted by the Debenture shall extend to all beneficial interests of the Company in the Charged Property and to any proceeds of sale or other realisation thereof or of any part thereof

## **2 Restrictions and warranties**

2 1 The Company shall not without the consent in writing of the Bank

(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property provided that for the avoidance of doubt sub-clause 5 1(a) of the Debenture (as set out in this paragraph 2 1(a)) shall not prevent the Company without such consent collecting proceeds of the books and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5 7(a) of the Debenture (as set out at paragraph 2 6(a) below) and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank,

(b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,

(c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5.1(b) of the Debenture (as set out at paragraph 2 1(b) above),

(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture,

- (e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by the covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or
- (f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following
  - (i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or
  - (ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or
  - (iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 5 1(f)(ii) of the Debenture (as set out at paragraph 2 1(f)(ii) above)

2 2 The Company represents and warrants to the Bank, and so that each such representation and warranty shall be deemed to be repeated on each day during the continuance of this security, that, except to the extent disclosed by the Company to the Bank in writing prior to the date of the Debenture

- (a) the Company has not made any election pursuant to paragraph 2 of schedule 10 to the Value Added Tax 1994 in relation to any part of the Charged Property,
- (b) the charges contained in clause 4 of the Debenture do not infringe any intellectual property rights whether registered or unregistered whatsoever,
- (c) no circumstances have occurred during the Company's ownership of any heritable, freehold or leasehold property and, so far as the Company is aware, no circumstances occurred before the Company's ownership of any heritable, freehold or leasehold property now owed by the Company which have led or could lead to a competent authority or a third party taking any action or making a claim under any Environmental Laws (including the requirement to clean up or remedy in any other way any contaminated part of the environment or the revocation, suspension, variation or non-renewal of any Environmental Licence) or which have led or could lead to the Company having to take action to avert the possibility of any such action or claim, and
- (d) the Company is solely and beneficially interested in the Charged Property

2 3 The Company shall not make or revoke such an election as is referred to in sub-clause 5 3(a) of the Debenture (as set out at paragraph 2 2(a) above) in relation to any part of the Charged Property without the Bank's prior written consent or unless the Bank requests the Company to do so in which case the Company shall immediately make or revoke (as the case may be) such an election in relation to any part of the Charged Property that the Bank considers appropriate and give valid notification of it to HM Customs & Excise

2 4 The Company shall consent to or concur in the entry of any registration, notice or memorandum on any register in the United Kingdom or elsewhere (including without limitation any registration



under Section 25 of the Trade Marks Act 1994) which the Bank may require in order to register or note any interest it may have in, to or under the Intellectual Property Rights (or any part thereof) and/or to restrict any dealings in, under or in connection with the Intellectual Property Rights

- 2 5 The Company shall waive and procure the waiver of any and all moral rights (being the rights conferred by Chapter IV of the Copyright Designs and Patents Act 1988) which may affect or relate to the Intellectual Property Rights as the Bank may require

2 6

(a) The Company shall pay into its account or accounts with the Bank the proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property provided that the Bank shall be deemed to receive the amounts owing to the Company referred to in paragraph (b) of the Charged Property Thirdly described in sub-clause 4 1 of the Debenture (as set out at 1 1 above) pursuant to the fixed charge contained therein and not pursuant to the fixed charge on freehold and leasehold property First described in that sub-clause or as mortgagee in possession

(b) The Company declares that all such proceeds received or obtained by the Company or on the Company's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Company on trust for the Bank

### 3 Deposit of title deeds, etc

- 3 1 The Company shall deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold and retain (unless held by a prior mortgagee or prior heritable creditor at the date of the Debenture and for as long as it remains the prior mortgagee or prior heritable creditor)

- (a) all deeds and documents of title relating to the Company's heritable, freehold and leasehold property for the time being,
- (b) all stock and share certificates and documents of title relating to Interests in Securities,
- (c) all documents evidencing the Instalment Credit Agreements, and any securities and guarantees provided in relation thereto, and
- (d) all such (if any) deeds and documents of title relating to the Charged Property Secondly, Thirdly, Sixthly and Ninthly described as the Bank may from time to time specify

3 2

- (a) If any of the Securities are in uncertificated or dematerialised form, the Company shall, forthwith upon being requested to do so by the Bank, give or procure the giving of all necessary instructions, in accordance with and subject to the facilities and requirements of the relevant system, to effect a transfer of title of such Securities into the name of the Bank or its nominee and to cause the Operator to issue an Operator-instruction requiring the participating issuer in respect of such Securities to register such transfer of title,
- (b) following the giving of such instructions the Company shall procure the registrar of such issuer to amend the issuer's shareholders' register by entering the Bank or its nominee as a shareholder in place of the Company,

- (c) for these purposes "instruction", "Operator", "Operator-instruction", "relevant system" and "participating issuer" shall have the meaning given to those terms in the Uncertificated Securities Regulations 1995

**See Paper Apart 1 for definitions.**

**This is the Paper Apart 3 referred to in the foregoing Form 395 in respect of a Debenture dated 04 June 2008 by Miller Homes Cambridge Limited in favour of Lloyds TSB Scotland plc**

THE SCHEDULE

All that freehold land at George Nuttal Close, Cambridge comprised in and shown edged red on the plan attached to the transfer dated on or around the date hereof made between Miller Homes Limited and Miller Homes Cambridge Limited and being part of the land registered in the Land Registry under title number CB311586



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 3647653  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JUNE 2008  
AND CREATED BY MILLER HOMES CAMBRIDGE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LLOYDS TSB SCOTLAND PLC UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
11 JUNE 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2008**



*Companies House*  
— for the record —



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