

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

106747/30  
**395**

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4018553

Name of company

\* MILLER/CTP (FAREHAM) LIMITED (THE "ASSIGNOR")

Date of creation of the charge

21 MARCH 2003

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

DEED OF STEP IN AND ASSIGNMENT BY WAY OF SECURITY (THE "DEED")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED SCHEDULE 1

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

THE CO-OPERATIVE BANK P.L.C., P O BOX 101, 1 BALLOON STREET, MANCHESTER  
(THE "BANK")

Postcode M60 4EP

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

Eversheds Solicitors  
Eversheds House, 70 Great  
Bridgewater Street,  
Manchester, M1 5ES

C.SMCC Doc: 577113

Time critical reference

For official Use  
Mortgage Section

| Post room



A05  
COMPANIES HOUSE

\*ANYX6JL2\*

0852  
27/03/03

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED SCHEDULE 2

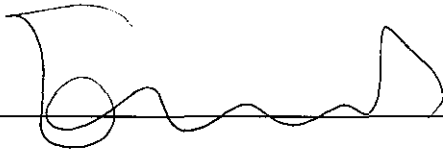
Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 25 MARCH 2003

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† delete as  
appropriate

## Notes

- 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 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 CF14 3UZ

**SCHEDULE 1**

**Assignor: Miller/CTP (Fareham) Limited**

**Number 4018553**

**Amount secured by the mortgaged or charged**

All or any moneys and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Assignor whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges and expenses which the Bank may in the course of business charge in respect of those matters or for keeping the Assignor's account or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power thereunder and so that interest shall be computed and compounded according to the usual rates and practice of the Bank as well as before any demand made or judgement obtained under the Deed (the "Secured Liabilities")

## **SCHEDULE 2**

**Assignor: Miller/CTP (Fareham) Limited**

**Number 4018553**

### **Short particulars of the property mortgaged or charged**

1. Pursuant to the terms of the Deed, the Bank with full title guarantee and with the intent that this security shall rank as continuing security for payment on demand of the Secured Liabilities (notwithstanding any settlement of account or other matter) assigns by way of security (and not by way of charge only) to the Bank all its right, title, benefit and interest in and to the Agreements and all rights contained (whether express or implied, present or future, proprietary, contractual or otherwise) therein together with the benefit of all Collateral Instruments in respect of the same and all monies and/or benefits from time to time accruing thereunder, standing to the credit of or resulting therefrom including, without limitation, the right to make demand or take any action (including that for specific performance) against any other party to such Agreements and to exercise any remedies available at law or equity to the Assignor.
2. The security constituted by or pursuant to the Deed shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Bank may at any time hold in respect of any of the Secured Liabilities.

#### **NOTE:**

Under the terms of the Deed the Assignor covenants with the Bank that it shall at all times during the continuance of the Deed not without the prior written consent of the Bank create or permit to arise or continue any further Security Right over or in respect of any of the Agreements save as permitted by the Facility Agreement

#### **Definitions**

##### **“Agreements”**

shall have the meaning ascribed to it in the Deed;

##### **“Collateral Instruments”**

means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security)

to pay, discharge or be responsible directly or indirectly for any liabilities

**“Facility Agreement”**

means the facility agreement dated on or around the date of the Deed between the Bank and the Assignor relating to term development facilities of up to £14,650,000 as the same may be amended, renewed or replaced from time to time;

**“Security Right”**

includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, standard security, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04018553

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF STEP IN AND ASSIGNMENT BY WAY OF SECURITY DATED THE 21st MARCH 2003 AND CREATED BY MILLER/CTP (FAREHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER 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 27th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MARCH 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

*P. Dan.*