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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

134836/20

Particulars of a mortgage or charge

395

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)

For official use

Company number

2

5122315

Name of company

* Miller Gregory (Halifax) Limited (Company)

Date of creation of the charge

30 June 2008

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

Legal Mortgage creating a legal mortgage and fixed charges in favour of Guernsey Investments
Limited (Lender) (Legal Mortgage)

Amount secured by the mortgage or charge

4
1
14
All money and liabilities due on the date of the Legal Mortgage and thereafter, owing or incurred to the
Lender by the Company under the Facility Agreement and the Legal Mortgage in any currency or
currencies whether at the date of the Legal Mortgage or thereafter, actual or contingent, whether
incurred solely or jointly with any other person and whether as principal or surety together with all
interest accruing thereon and all costs, charges and expenses incurred in connection therewith
(Secured Obligations)

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

Guernsey Investments Limited, whose registered office is at Third Floor, St Peter's House, Le
Bordage, St Peter Port, Guernsey, Channel Islands

Postcode

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Sovereign House
Sovereign Street
Leeds
LS1 1HQ

FARRR 324799-19

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



A15 11/07/2008 116
COMPANIES HOUSE

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

1 Charging Clause

As a continuing security for the payment and discharge of the Secured Obligations the Company charged in favour of the Lender with full title guarantee:

- 1.1 by way of first legal mortgage the Property, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 1.2 by way of first fixed charge all the present and future goodwill of any business carried on at the Property by or on behalf of the Company; and
- 1.3 by way of first fixed charge the proceeds of any insurance from time to time affecting the Property or the Charged Property.

Cont/d

Particulars as to commission allowance or discount (note 3)

None

Signed Addleshaw Goddard LLP

Date 9 July 2008

On behalf of [company] ~~XXXXXXXXXX~~ †

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

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

*insert full name
of Company

* Miller Gregory (Halifax) Limited (Company)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

In this Form 395, the following terms shall have the following meaning:**Charged Property** means all the assets, property and goodwill of the Company charged to the Lender pursuant to the terms of the Legal Mortgage**Facility Agreement** means the loan agreement dated on or about the date of the Legal Mortgage made between (1) the Company (2) Gregory Property Holdings Limited and (3) the Lender pursuant to which the Lender has agreed to provide loan facilities of up to £2,600,000**Property** means the freehold land registered at the Land Registry with Title Number WYK508088**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2 Continuing Security

2 1 The security created by the Legal Mortgage is a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company or any other person of the whole or any part of the Secured Obligations

2 2 The security created by the Legal Mortgage is to be in addition and without prejudice to any other security or securities which the Lender may at the date of the Legal Mortgage or thereafter hold for the Secured Obligations or any part thereof and this security may be enforced against the Company without first having recourse to any other rights of the Lender

3 Negative Pledge and Disposal Restrictions

The Company will not during the continuance of the security created by the Legal Mortgage, without the prior consent in writing of the Lender

3 1 create or agree or attempt to create or permit to subsist (in favour of any person other than the Lender) any Security

Company number

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Interest over the whole or any part of the Charged Property, or

- 3 2 (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so, or
- 3 3 dispose of the equity of redemption in respect of all or any part of the Charged Property



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5122315
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 30
JUNE 2008 AND CREATED BY GREGORY PROJECTS (HALIFAX)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY FORMERLY KNOWN AS MILLER
GREGORY (HALIFAX) LIMITED TO GUERNSEY INVESTMENTS
LIMITED 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
11 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2008



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES