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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 £10 (£13 for forms delivered on or after 1 February 2005) 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

☐ ☐ ☐ ☐

5483570

Name of company

* Miller (Cobblers Hall) Limited (the "Company")

Date of creation of the charge

1 July 2005

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

The Secured Obligations.

Please refer to Paper Apart 1 for definitions.

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

Lloyds TSB Scotland plc (Company Number SC095237), Henry Duncan House,
120 George Street, Edinburgh (the "Bank")

Postcode EH2 4LH

Presentor's name, address and
reference (if any):Dundas & Wilson CS LLP
20 Castle Terrace
Edinburgh
EH1 2ENFor official use (02/00)
Mortgage SectionA07
COMPANIES HOUSE
A27
COMPANIES HOUSE0700
14/07/05
0749
08/07/05Time critical reference
KT/CLP/TSB007.0051

Short particulars of all the property mortgaged or charged

Please refer to Paper Apart 2 for details.

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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)

Nil

Signed

[Signature]

Date

6/7/05

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 £10 (£13 for forms delivered on or after 1 February 2005) 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 relative to a Debenture (the "Charge") granted by Miller (Cobblers Hall) Limited (Company Number 5483570) (the "Company") and Lloyds TSB Scotland plc (the "Bank") dated 1 July 2005.

In this Form 395 and Paper Apartments 1, 2 and 3, the following definitions shall mean:-

"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 Charge (as set out in Paper Apart 2) and references to the Charged Property include references to any part of it;

"Credit Agreements" means all agreements now or hereafter 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 now and hereafter 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;

"Hiring Agreements" means all rights under all agreements (not being Credit Agreements) now or hereafter 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) now or hereafter 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 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
- (c) 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;

"Secured Obligations" means:

- (a) all money and liabilities and other sums agreed to be paid by the Company to the Bank; and
- (b) all other money and liabilities expressed to be secured in the Charge (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 Charge);

but excluding any obligation in respect of which the grant of security under the Charge would contravene Section 151 of the Companies Act 1985; 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 are now or may at any time hereafter 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:

- a. loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future in or from any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company;
- b. 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;
- c. all property and rights of the Company in respect of any account now or hereafter 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; and
- d. all rights in respect of or incident to the Charged Property described above.

This is the Paper Apart 2 referred to in the foregoing Form 395 relative to a Debenture (the "Charge") granted by Miller (Cobblers Hall) Limited (Company Number 5483570) (the "Company") and Clydesdale Bank Public Limited Company (the "Bank") dated 1 July 2005.

Short particulars of all the property mortgaged or charged:-

4.1 The Company with full title guarantee hereby charges with the payment of the Secured Obligations and so that the charges hereby created shall be a continuing security:

First: The freehold and leasehold property of the Company both present and future including (without prejudice to the generality of the foregoing) the properties specified in the Schedule (as set out in Paper Apart 3) 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 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 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 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 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 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 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 above.

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 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 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) now 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 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 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 Charge.

5.1 The Company shall not without the consent in writing of the Bank:

- (a) 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; and
- (b) 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(a) above.

This is the Paper Apart 3 referred to in the foregoing Paper Apart 2 to Form 395 relative to a Deventure (the "Charge") granted by Miller (Cobblers Hall) Limited (Company Number 5483570) (the "Company") and Lloyds TSB Scotland plc (the "Bank") dated 1 July 2005.

THE SCHEDULE

(Registered Land)

<u>Premises at</u>	<u>Administrative Area</u>	<u>Registered at HM Land Registry under Title No.</u>
All that freehold land at Cobbler's Hall, Rope Moor Way, Newton Aycliffe shown edged red on the plan attached	Durham: Sedgefield	DU73781 (part)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05483570

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JULY 2005 AND CREATED BY MILLER (COBBLERS HALL) 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 14th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 2005.

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES