

# M

CHFP025

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

\*insert full name  
of Company

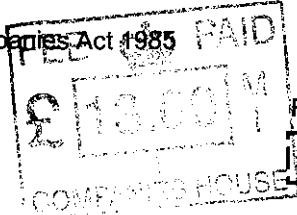
COMPANIES FORM No. 395

## 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)



For official use

Company number

5814961

Name of company

\* MILLER PROPERTY (DONCASTER) LIMITED (the "Company")

Date of creation of the charge

31 May 2006

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

Charge Deed (the "Charge Deed")

Amount secured by the mortgage or charge

Appendix 1

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

Deutsche Bank AG, London, Winchester House, 1 Great Winchester Street,  
London (the "Bank")

Postcode EC2N 2DB

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

Pinsent Masons  
1 Park Row  
Leeds

LS1 5AB

MC03/626493.07002/20731397.1

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A21  
COMPANIES HOUSE

554  
09/06/2006

Appendix 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Robert Mann*

Date

*6 June 2006.*

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

*A fee 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 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

**APPENDIX 1**

1. All monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due, owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person 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 or expenses which the Bank may in the course of its business charge in respect of such matters or for keeping the Company's account and so that interest shall be computed and compounded according to the usual practice of the Bank as well after as before any demand made or judgement obtained under the Charge Deed (the "Secured Obligations").
2. All other indebtedness and liabilities whatsoever (including all Interest due thereon) owed by the Company to the Bank either under the Charge Deed or on any other account and whether alone or jointly with any other person; firm or corporation and in whatever style, name or form and whether as principal or surety; and;
3. all costs, charges, expenses, losses and other sums incurred or expended by the Bank or any person appointed under the Charge Deed as receiver, administrative receiver or receiver and manager and/or any other or additional person appointed or substituted as receiver, administrative receiver or receiver and manager of all or any part of the assets and undertaking of the Company (the "Receiver") or any sums (including advances made) debited to any account including the Bank's administration fees and any commission on a full indemnity basis in connection with:-
  - (a) investing title to the land and buildings on the south west side of Thorne Road, Doncaster, registered at the Land Registry with title number SYK159237 (the "Property") and the perfection of any security arising under the Charge Deed or otherwise held by the Bank in respect of any indebtedness of the Company to the Bank;
  - (b) the management and operation of all agreements between the Company and the Bank including the cost of administering and if appropriate auditing or otherwise reviewing or providing in respect of any account maintained in connection with the Secured Obligations and also in connection with any licences, approvals, variations or consents requested by the Company pursuant to the Charge Deed;
  - (c) any claims or proceedings brought by the Company or any third party or taken by or on behalf of the Bank against the Company or any third party relating to the validity of this Deed or of any security arising thereunder or to the exercise of any right, remedy, or power of the Bank herein contained;
  - (d) the Company's failure to perform any of its obligations in the Charge Deed or any other agreement entered into between the Company and the Bank or the enforcement of any rights under the Charge Deed or under any other agreement entered into between the Company and the Bank or the repayment of any money covenanted to be paid pursuant to the Charge Deed or in connection with the other liabilities of the Company to the Bank or the protection realisation or enforcement of the security constituted pursuant to the Charge Deed (together the "**Total Secured Obligations**").

**APPENDIX 2**

1. The Company covenants to pay to the Bank to Total Secured Obligations.
2. Pursuant to the Charge deed the Company charges as continuing security for the payment of the Total Secured Obligations and all interest due thereon and for the performance of all the obligations of the Company contained in the Charge Deed or in any other agreement between the Company and the Bank:-
  - (a) By way of legal mortgage with full title guarantee the Property together with (if any) all buildings, structures, trade and other fixtures, fixed plant and machinery from time to time thereon; and
  - (b) by way of first fixed charge with full title guarantee:-
    - (i) the goodwill of any business carried on by the Company from the Property or otherwise concerning it; and
    - (ii) the full benefit (insofar as the Company is able to lawfully charge such items) of all present and future licences, consents, permissions and agreements held in connection with the Property or in respect of any business carried out from the Property or otherwise concerning it or in connection with the development of the Property and the benefit of any compensation payable to the Company from time to time on account of the revocation or non-renewal of any such licence, consent or permission; and
    - (iii) the full benefit of any shareholdings issued or to be issued to the Company in any management company or similar association which exists to provide services to the Property or for the benefit of any occupiers of the Property; and
    - (iv) all warranties, guarantees and indemnities relating to the Property (including any title indemnity or restrictive covenant insurance cover) any building or other structure erected thereon or any plant or machinery thereon and of any agreement relating to the maintenance or repair of such building or the fabric thereof or the plant and machinery therein; and
    - (v) all contracts and agreements relating to any occupational rights affecting the Property and in respect of any development, refurbishment or other works to be carried out to the Property or any buildings or structures thereon;
  - (c) assigns to the Bank with full guarantee (but subject to the Company's right of redemption):-
    - (i) the benefit of all contracts of insurance relating to the Property and of all rights and claims to which the company is at the date of the Charge Deed or may thereafter become entitled in connection with them; and
    - (ii) the benefit of any sums payable in consequence of the compulsory purchase of the Property or any part thereof or otherwise payable in respect of any agreement or option relating to the Property or any right or interest in it; and
  - (d) the benefit of covenants and obligations owed to the Company by any occupier of the Property and any guarantees deposits or other security given in respect of payment of rent or performance of other obligations by any such occupier; and

- (e) the benefit of all drawings, plans, specifications, schedules, reports, calculations and other works and the designs contained in them which have been prepared in respect of the Property or any building or other item thereon by the Company or for which the right of use is vested in the Company but so that until action is taken to enforce the terms of the Charge Deed the Company may continue to use such materials and so that the Bank and any Receiver may at any time on or after enforcement action is taken under the Charge Deed transfer the right to such use or otherwise allow or permit the use of such plans, drawings, designs and other documents by any other person or body and the Company shall if so requested give access to all negatives, positives, programs, disks and any other media upon which or in which such plans, drawings, designs or other documents have been stored or from which they can be produced; and
  - (f) by way of floating charge all other property, assets rights and equipment of the Company whatever and wherever and all its undertaking both present and future.
- 3. Pursuant to the terms of the Legal Charge the Company agrees to indemnify and hold harmless the Receiver (and the Bank, if in possession) from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by him or by any manager, agent, officer, servant, workman or professional adviser for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of the Charge Deed.
- 4. The Company covenants with the Bank that the Company will not without the consent of the Bank (except as provided in the Legal Charge):-
  - (a) create or permit to subsist any mortgage, charge, pledge, lien or other security, interest or arrangement by way of security (whether fixed or floating) upon the Property and other assets and rights charged by the Charge Deed (the "Charged Property") or any of it (except on terms permitted in the Charge Deed or agree to the creation of any of the above or hold the Charged Property or any of it or any proceeds of sale or money derived from the Charged Property on trust for another party; or
  - (b) lease, sublet or agree to lease or sublet the Property or accept the surrender of or agree to permit any assignment or variation of a lease or tenancy or licence of or any other right or interest in the Property; or
  - (c) allow any person rights to use or acquire all or any part of the Property or any interest or estate therein and to procure that no person shall become entitled to assert any overriding, proprietary or other like right or interest over the Property; or
  - (d) sell, convey, transfer, assign, part with possession of or otherwise dispose of the Charged Property or any of it or agree to do so other than by way of a disposal of any assets which are subject only to the floating charge contained in the Charge Deed which is made by the Company in the ordinary course of its business and which takes place before the Bank's power of sale contained in the Charge Deed becomes exercisable or the floating charge otherwise crystallises; or
  - (e) guarantee or agree to guarantee any payment or obligation on behalf of any third party of enter into any other transaction under which any future liability to make payment of money might arise (except for any transactions which have by necessity to be entered into by the Company in ordinary course of its business).

5. The Company will procure that no person shall be registered as proprietor to any interest in the Property or any part thereof (other than in respect of any interest derived under the Charge Deed) at the Land Registry without the prior written consent of the Bank and to procure that no person shall become entitled to assert any proprietary or overriding right or interest in the Property without the prior written consent of the Bank.
6. If the title to the Property is registered (or is to be registered) at the Land Registry the Company applies to the Land Registry for a restriction to be entered on the register of title to the Property as follows:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Bank] referred to in the charges register (or his conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer [or specify appropriate details]".
7. All costs, charges and expenses incurred by the Bank or any Receiver or Receivers appointed under the Charge Deed (including the costs, charges and expenses of any proceedings to enforce the security created by the Charge Deed and all costs, charges and expenses or and incidental to the realisation thereof or of the recovery or receiving of any monies secured by the Charge Deed) and any VAT due thereon shall be paid by the Company on a full indemnity basis with Interest until so paid and will form part of the Secured Obligations.
8. The Company will at any time at the request of the Bank execute such further legal or other mortgages, charges or assignments ad all other documents either in favour of the Bank or as the Bank may direct relating to the Charged Property or any of it in order to secure the Secured Obligations.
9. Any such further mortgages, charges or assignments will be prepared by or on behalf of the Bank at the cost of the Company and will contain an immediate power of sale without notice and a claim excluding section 93 of the Law of Property Act 1925 (the "**Act**") and excluding the restrictions contained in section 103 of the Act and such other clauses for the benefit of the Bank as the Bank may reasonably require.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05814961

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DEED DATED THE 31st MAY 2006 AND CREATED BY MILLER PROPERTY (DONCASTER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DEUTSCHE BANK AG LONDON 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 9th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 2006.

P.  
Ran



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES