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COMPANIES FORM No. 395

547081

13

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.

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

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)

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See 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

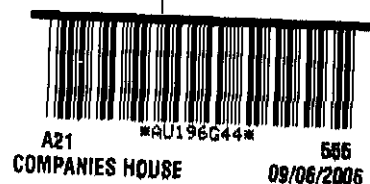
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Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Appendix 2

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Pierret Man.

Date

8 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

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 Debenture (the "**Secured Obligations**").

Continuation Sheet

Particulars of Mortgage or Charge: Charge Deed

Company Name : Miller Property (Doncaster) Limited

Company No : 5814961

APPENDIX 2

1. The Company covenants that it will on demand in writing made to the Company pay when due the Secured Obligations.
2. The Company as beneficial owner and with full title guarantee charges with the Secured Obligations:-
 - (a) by way of legal mortgage all the freehold and leasehold property of the company at the date of the debenture vested in it whether or not the title to it is registered at H M Land Registry together with all buildings and fixtures (including trade and tenant's fixtures belonging to the company) at the date of the debenture and subsequently on such property and all plant and machinery at the date of the debenture and subsequently annexed to such property for whatever purpose;
 - (b) by way of fixed charge all freehold and leasehold property subsequently belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures belonging to the Company) on such property and all plant and machinery annexed to such property for whatever purpose;
 - (c) by way of fixed charge all interests effectively charged by clauses 3.1.1. and 3.1.2 of the Debenture detailed at 2(a) and 2(b), at the date of the debenture or subsequently belonging to the Company in or over land or the proceeds of sale of land all licenses at the date of the debenture or subsequently held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the company is or may become party or otherwise entitled and all trade and tenant's fixtures (belonging to the Company) plant and machinery at the date of the debenture and subsequently annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Debenture;
 - (d) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
 - (e) by way of fixed charge all stocks shares and other securities at the date of the Debenture or subsequently owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance at the date of the debenture or subsequently held by or insuring to the benefit of the Company;
 - (f) by way of fixed charge all patent, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is at the date of the Debenture or may subsequently become entitled and all agreements under which the Company is at the date of the Debenture or may become entitled to the payment of any royalty fee or similar income;
 - (g) by way of fixed charge all book and other debts of the Company whether at the date of the Debenture or subsequently existing and whether presently payable or subsequently falling due for payment and all rights and claims of the Company against third parties at the date of the debenture or subsequently existing and capable of being satisfied by the payment of money (save as charged under clause 5 of the Debenture) provided that such book and other debts shall (unless otherwise agreed to the contrary by the Bank) be paid into the Company's account with the Bank and that the Company shall not charge or assign or purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book and other debts to the Bank;

- (h) by way of floating charge all the undertaking, property and assets of the Company, whatsoever and whensoever, both present and future (the "Assets") not effectively charged by clause 3 of the Debenture by way of fixed charge including (without limitation) any immovable property of the Company situated in Scotland and any Assets falling within any of the types mentioned in sub-clauses 1.3 to 1.7 (inclusive) situated in Scotland but so that the Company is not to be at liberty to create, otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a *lien arising through operation of law in the ordinary course of business*) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or *pari passu* with the floating charge created by the Debenture and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business;

3. The Company covenants pursuant to the Debenture:-

- (a) not without the previous written consent of the Bank to create or purport or attempt to create any mortgage, charge or encumbrance of any freehold or leasehold property of the Company or any other Asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption of such charge or any interest in such charge
- (b) to apply to the Chief Land Register for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of (the charge hereby created)".

- (c) that during the continuance of the security created by the Debenture:-
- (i) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property charged by the Debenture or any part of it shall be capable of being exercised by the Company without the previous written consent of the Bank;
- (ii) the Company shall not be entitled to part with possession (otherwise than on the determination of any lease tenancy or licence) of any property charged by the Debenture or to share the occupation of such property with any other person or persons or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property charged by this Debenture without such consent.
- (d) all costs, charges and expenses incurred under the Debenture by the Bank and all other monies paid by the Bank or by any person or persons appointed by the Bank to be and administrator or administrative receiver in perfecting or otherwise in connection with the Debenture or in respect of the Assets, including (but without being restricted to) all monies expended by the Bank under the Debenture and all costs of the Bank (on an indemnity basis) of all proceedings for the enforcement of the Debenture or for obtaining payment of monies secured by the Debenture or arising out of or in connection with the acts authorised by Clause 7 of the Debenture shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the Assets.
- (e) the Company shall on demand in writing made to the Company by the Bank at the cost of the Company:

Continuation Sheet

Particulars of Mortgage or Charge: Charge Deed

Company Name : Miller Property (Doncaster) Limited

Company No : 5814961

- (i) execute a valid legal mortgage in such form as the Bank may reasonably require of any freehold or leasehold property presently belonging to the Company which is not by the Debenture effectively charged by way of legal mortgage and of any freehold or leasehold property subsequently acquired by the Company;
 - (ii) execute and deliver a standard security or other valid fixed security in such form as the Bank may reasonably require over any other property, land and buildings wherever they may be situated;
 - (iii) execute a valid fixed charge or assignment or other form of security in such form as the Bank may reasonably require of any Asset subject to a floating charge under the Debenture; and
 - (iv) do and concur in all such other acts or things as the Bank may deem necessary to vest in the Bank title to all or any of the Assets.
- (f) The Company agrees that any monies held by the Bank or owing from time to time by the Bank to the Company may be retained as cover for and at any time without notice to the Company applied by the Bank in or towards payment or satisfaction of any monies or liabilities from time to time due owing or incurred by the Company to the Bank in whatsoever manner whether presently payable or not whether actually or contingently whether solely or jointly with any other person and whether as principal or surety.

FILE COPY



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 DEBENTURE 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