



Companies House

MR01(ef)

Registration of a Charge

Company name: **MILLER PARKGATE (NO. 1) LIMITED**

Company number: **05986711**

Received for Electronic Filing: **07/05/2013**



Details of Charge

Date of creation: **01/05/2013**

Charge code: **0598 6711 0003**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CALLUM MCPHERSON FOR MACLAY MURRAY & SPENS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5986711

Charge code: 0598 6711 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2013 and created by MILLER PARKGATE (NO. 1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th May 2013 .

Given at Companies House, Cardiff on 7th May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DEED OF ASSIGNMENT IN SECURITY

by

MILLER PARKGATE NO. 1 LIMITED

in favour of

BANK OF SCOTLAND PLC

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made as a deed on the 1st day of May 2013 between:-

- (1) **MILLER PARKGATE NO. 1 LIMITED** (Company Number 05986711), having its registered office at c/o Miller 33 Brunton Street, London, W1J 6QU (the "**Assignor**"); and
- (2) **BANK OF SCOTLAND PLC** (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ ("**BoS**").

Definitions are given in clause 20.

NOW THIS DEED WITNESSES as follows:-

1. Covenant to Pay

- 1.1. The Assignor, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.
- 1.2. If the Assignor shall fail to pay any amount under this Deed when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.

2. Assignment

- 2.1. The Assignor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities, hereby assigns and agrees to assign absolutely in security to BoS:-
 - 2.1.1. its entire right, title and interest in and to the Assigned Document; and
 - 2.1.2. all of its rights in relation to the Assigned Document including (without limitation) any right to receive any payment in relation to the Assigned Document,

provided that, on payment or discharge in full of the Secured Liabilities, BoS will at the request and cost of the Assignor re-assign the Charged Assets to the Assignor (or as it shall direct).

2.2. The Assignor will not without the prior written consent of BoS:-

- 2.2.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance or trust agreement, declaration of trust or trust arising by operation of law in respect of all or any of the Charged Assets (except in favour of BoS);
- 2.2.2. sell, transfer, assign, novate or otherwise dispose of all or any of the Charged Assets;
- 2.2.3. in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets.

3. Notification

The Assignor hereby confirms and acknowledges that:-

- 3.1 it will promptly after execution and delivery of this Deed notify the other party to Assigned Document (with a copy to BoS) of the terms of this Deed in substantially the form set out in the Schedule and will use all reasonable endeavours to procure that such other party acknowledges receipt of it; and
- 3.2 it will take such action (if any) in respect of such notification and acknowledgement as is requested by BoS from time to time.

4. Representations and Warranties

The Assignor represents and warrants to BoS that:-

- 4.1. it is the sole legal and beneficial owner of the Charged Assets free and clear of any right in security, mortgage, charge, lien or encumbrance on or over any of the Charged Assets;
- 4.2. the Assigned Document is in full force and effect;
- 4.3. it has the necessary power to enter into and perform its obligations under this Deed;
- 4.4. this Deed constitutes its legal, valid, binding and enforceable obligations and constitutes a first ranking security interest over the Charged Assets in accordance with its terms;
- 4.5. this Deed does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Assignor is a party or by which it is bound;
- 4.6. all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed.

5. Undertakings

- 5.1. The Assignor shall not without the prior written consent of BoS:-
 - 5.1.1. amend, vary, surrender, cancel or permit to be forfeit, all or any of the Charged Assets or otherwise take any action that may render the Assigned Document void or voidable;
 - 5.1.2. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.
- 5.2. The Assignor shall:-
 - 5.2.1. at all times comply with the terms of this Deed and of all agreements relating to the Secured Liabilities;
 - 5.2.2. if and when required by BoS, grant in its favour (or as BoS shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as BoS may require;
 - 5.2.3. comply in all respects with the terms of the Assigned Document;

- 5.2.4. promptly upon request by BoS deposit with BoS all deeds, certificates and documents of title relating to all or any of the Charged Assets;
- 5.2.5. pay all sums due by it in respect of the Assigned Document upon the same becoming due and payable and, on written request by BoS, deliver to BoS any written receipts in respect of such amounts;
- 5.2.6. take all necessary action to maintain the Assigned Document in full force and effect and ensure that nothing is done, permitted or suffered to be done as a result of which the Assignor or BoS may be prevented from receiving all or any amounts otherwise payable under the Assigned Document;
- 5.2.7. promptly provide to BoS all information in relation to the Assigned Document as it may request from time to time.

6. Protection of Security

- 6.1. The Assignor agrees that this Deed is and shall be in addition and without prejudice to any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities.
- 6.2. This Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.
- 6.3. The obligations of the Assignor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):-
 - 6.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which BoS may have now or in the future from or against the Assignor or any other person in respect of the Secured Liabilities;
 - 6.3.2. any act or omission by BoS or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Assignor or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 6.3.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by BoS (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Assignor or any other person;
 - 6.3.4. any grant of time, indulgence, waiver or concession to the Assignor or any other person;
 - 6.3.5. any arrangement or compromise entered into between BoS and the Assignor or any other person;
 - 6.3.6. the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Assignor or any other person;

- 6.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Assignor or any other person;
- 6.3.8. any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 6.4. BoS shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law to:-
 - 6.4.1. take any action or obtain judgment or decree in any court against the Assignor;
 - 6.4.2. make or file any claim to rank in a winding-up or a liquidation of the Assignor; or
 - 6.4.3. enforce or seek to enforce any other security taken, or exercise any right or plea available to BoS, in respect of the Secured Liabilities.
- 6.5. Any settlement or discharge between the Assignor and BoS shall be conditional upon no security or payment granted or made to BoS by the Assignor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of BoS) BoS shall be entitled to recover from the Assignor the value or amount of such security or payment from the Assignor as if such settlement or discharge had not occurred.
- 6.6. The Assignor agrees that BoS may at any time take such action as it considers appropriate in relation to the Assigned Document if the Assignor fails to comply with any of its obligations under this Deed or in respect of the Assigned Document and (without limitation to the generality of the foregoing) may pay any amounts of any kind whatsoever that are payable at any time in relation to the Assigned Document. Any amount paid by BoS pursuant to this Deed shall form part of the Secured Liabilities.

7. Enforcement

- 7.1. The security constituted by this Deed shall become enforceable upon and at any time after the occurrence of any of the following events:-
 - 7.1.1. if the Assignor has failed to pay all or any of the Secured Liabilities following a demand for payment by BoS;
 - 7.1.2. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Assignor or by any other person to appoint an administrator in respect of the Assignor;
 - 7.1.3. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Assignor or by any other person to wind up or dissolve the Assignor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Assignor or any part of its undertaking or assets;
 - 7.1.4. the making of a request by the Assignor for the appointment of a Receiver;
 - 7.1.5. if the Assignor breaches any of the provisions of this Deed;

7.1.6. if an Event of Default occurs.

8. Powers

- 8.1. At any time after this Deed has become enforceable, BoS may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Deed.
- 8.2. At any time after this Deed has become enforceable (or if requested by the Assignor), BoS may by writing under hand signed by any officer of BoS appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets.
- 8.3. Section 103 of the Act shall not apply to the security created by this Deed and BoS may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- 8.4. Section 93 of the Act shall not apply to this Deed.
- 8.5. BoS may exercise all or any of the powers conferred by this Deed in such manner and to such extent as BoS considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets.
- 8.6. Neither BoS nor any Receiver shall be liable to account to the Assignor as mortgagee in possession in respect of all or any of the Charged Assets and shall not be liable to the Assignor for any loss or damage arising from the exercise by BoS or any Receiver of all or any of the powers conferred by this Deed or the Act.
- 8.7. At any time after this Deed becomes enforceable, BoS may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Assignor. All money paid by BoS to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

9. Receiver

- 9.1. The Receiver shall be deemed to be the agent of the Assignor for all purposes and the Assignor shall be solely responsible for his acts, defaults and remuneration.
- 9.2. BoS may by writing under hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in his place.
- 9.3. Each Receiver may (if there is more than one Receiver holding office at the same time) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver (subject only to the terms of the appointment of such Receiver).
- 9.4. The Receiver shall have and be entitled to exercise all powers conferred on a Receiver by law (including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or administrative receiver under the Insolvency Act 1986) and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Deed (and without

prejudice to the powers of BoS), the Receiver shall have power in the name of the Deed or otherwise to do the following:-

- 9.4.1. to take possession of, collect and get in or realise all or any of the Charged Assets;
- 9.4.2. to carry on the business of the Assignor in any manner as he shall think fit;
- 9.4.3. to take, enforce, defend or abandon any actions, suit or proceedings in relation to all or any of the Charged Assets (in the name of the Assignor or otherwise) as he thinks fit;
- 9.4.4. to settle, adjust, refer to arbitration, compromise and settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Assignor or relating in any way to all or any of the Charged Assets;
- 9.4.5. to raise or borrow any money (whether unsecured or on the security of the Charged Assets) and generally on such terms and for whatever purpose he thinks fit;
- 9.4.6. to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Assets;
- 9.4.7. to make any arrangement or compromise or pay any compensation or incur any obligation or enter into any contracts which the Receiver shall think expedient in the interests of BoS;
- 9.4.8. to form a subsidiary of the Assignor and transfer to that subsidiary all or any of the Charged Assets;
- 9.4.9. to delegate or transfer any of his powers in accordance with this Deed;
- 9.4.10. to do all such other acts and things which he may consider desirable or necessary for realising the Charged Assets or to be incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law, to exercise in relation to the Charged Assets all powers and authorities as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets and to use the name of the Assignor for any of such purposes.
- 9.5. BoS may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.
- 9.6. Any right, power or discretion conferred by this Deed (expressly or impliedly) or by law on a Receiver may, after this Deed becomes enforceable, be exercised by BoS notwithstanding any prior appointment of a Receiver.

10. Application of Security Proceeds

- 10.1. Any money received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be applied in the following order of priority:
 - 10.1.1. in or towards satisfaction of all costs, charges and expenses incurred, and payments made, by BoS and/or the Receiver including the remuneration of the Receiver;

10.1.2. in or towards satisfaction of the Secured Liabilities in whatever order BoS may require;

10.1.3. as to the surplus (if any) to the person(s) entitled to it,

provided that the Receiver may retain any money in his hands for so long as he thinks fit, and BoS may without prejudice to any other rights BoS may have at any time and from time to time, place and keep for such time as BoS may think prudent any money received, recovered or realised under or by virtue of this Deed to or at a separate or suspense account to the credit either of the Assignor or of BoS as BoS thinks fit without any immediate obligation on the part of BoS to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

10.2. Subject to Clause 10.1, any money received or realised by BoS from the Assignor or a Receiver under this Deed may be applied by BoS to any item of account or liability or transaction in such order or manner as BoS may determine.

11. Protection of Third Parties

No purchaser or other person dealing with BoS, any Receiver or any agent or delegate shall be obliged or concerned to enquire whether the right of BoS or any Receiver or any agent or delegate to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise BoS or any Receiver or any agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power.

12. New Accounts

At any time following BoS receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, BoS will be entitled to close the Assignor's then current account or accounts and to open a new account or accounts with the Assignor and (without prejudice to any right of BoS to combine accounts) no money paid in or carried to the Assignor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to BoS on any closed account. If BoS does not open a new account or accounts, BoS will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to BoS will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

13. Costs and Expenses

The Assignor shall pay or reimburse to BoS or any Receiver on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by BoS or any Receiver in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

14. Set-off

14.1. The Assignor agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Assignor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been

deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as BoS may select.

- 14.2. If BoS exercises any rights in respect of any money as referred to in clause 14.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Assignor and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to exercise its rights, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing BoS spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by BoS in connection with that purchase.
- 14.3. BoS shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by BoS.

15. Power of Attorney

- 15.1. The Assignor irrevocably and by way of security appoints BoS and any Receiver as the attorney of the Assignor, for the Assignor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Assignor under this Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on BoS and any Receiver or otherwise for any of the purposes of this Deed.
- 15.2. The Assignor ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 15.1.

16. Indemnity

- 16.1. BoS, any Receiver and every attorney, manager, agent, employee or other person appointed by BoS or any Receiver under or in connection with this Deed shall be indemnified by the Assignor in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Deed (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Charged Assets and BoS, any Receiver or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Deed.
- 16.2. The indemnity under Clause 16.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of BoS or any Receiver.

17. Notices

- 17.1. Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.
- 17.2. The address and fax number of BoS for any communication or document to be made or delivered under or in connection with this Deed is Corporate Real Estate, Business Support Unit, Lloyds Banking Group, 4th Floor, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE or any substitute address or fax number as BoS may notify to the Assignor by not less than five Business Days' notice.

- 17.3. The address of the Assignor for any communication or document under or in connection with this Deed is its registered office at the time such communication or document is made or delivered. The fax number of the Assignor for any communication or document to be made or delivered under or in connection with this Deed is the fax number most recently provided to BoS by the Assignor.
- 17.4. Subject to clause 17.5, any communication made or document made or delivered by one person to another under or in connection with this Deed will only be effective:-
- (a) if by way of fax, when received in legible form; or
 - (b) if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- 17.5. Any communication or document to be made or delivered to BoS will be effective only when actually received by BoS.

18. Further Assurance

- 18.1. The Assignor (at its own cost) will on demand in writing by BoS or any Receiver execute and deliver (in such form as BoS may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS or any Receiver may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Deed or for facilitating the realisation of the Charged Assets charged by this Deed or the exercise of any rights of BoS or any Receiver hereunder.
- 18.2. After the security constituted by this Deed has become enforceable in accordance with Clause 7 (Enforcement), the Assignor (at its own cost) will on demand in writing by BoS or any Receiver execute and deliver (in such form as BoS may require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS or any Receiver may deem necessary in order to assign absolutely to BoS or any Receiver any Assigned Document and all rights thereunder.

19. Miscellaneous

- 19.1. If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 19.2. No failure or delay by BoS or any Receiver in exercising any right or remedy under this Deed shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 19.3. BoS will be entitled to disclose to any member of the BoS Group, its auditors, advisers or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Deed or any arrangement made or to be made in connection with this Deed.
- 19.4. Save to the extent expressly provided to the contrary in this Deed, a third party (being any person other than the Assignor or BoS and their permitted successors and assignees) may not enforce any of its terms under the

Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Deed.

- 19.5. A certificate by any duly authorised officer of BoS as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Assignor.
- 19.6. BoS may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Deed (or all or any of its rights under this Deed) to any person. The Assignor may not assign, transfer or otherwise dispose of the benefit or burden of this Deed or all or any of its rights under this Deed without the prior written consent of BoS.
- 19.7. This Deed is a BoS Document.

20. Definitions and Interpretation

20.1. In the interpretation of this Deed:-

"Act" means the Law of Property Act 1925;

"Assigned Document" means the legal mortgage over Block 1 The Pavillions Knutsford Business Park, Mobberley Road, Knutsford, Cheshire, WA16 8ZR to be entered into on or around the date of this Deed between (1) John Robert Mamelok, Rachel Maryse Mamelok and Alltrust Services Limited as trustees of the Haig House Pension Trust and (2) Miller Parkgate No.1 Limited;

"Assignor" shall include its successors and assignees;

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees.

"BoS Group" means BoS, HBOS plc (Company Number SC218813), any subsidiary of either of them, any holding company of either of them and any subsidiary of any such holding company;

"Business Day" means a day (other than a Saturday or Sunday) when the branch of BoS at which the Assignor's account is located is open for business;

"Charged Assets" means the Assigned Document and other assets charged or assigned in terms of this Deed;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment;

"Event of Default" means any event of default as listed any facility letter in place from time to time between the Assignor and BoS (as any such letter is amended, varied, supplemented, novated or replaced from time to time);

"Receiver" means a receiver and manager or receiver in each case appointed under this Deed;

"Schedules" means the schedules attached to this Deed;

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Assignor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money or liabilities of the Assignor to a third party who have been assigned or

novated or otherwise vested in BoS and including interest discount commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Assignor's account and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise as agreed in writing) after as well as before any demand made or judgment obtained under or in relation to this Deed.

20.2. References to:-

- 20.2.1. statutes, statutory provisions and other EC or national legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 20.2.2. "**control**" of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;
- 20.2.3. "**including**" shall not be construed as limiting the generality of the words preceding it;
- 20.2.4. this Deed shall include the Schedules;
- 20.2.5. any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Deed;
- 20.2.6. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 20.2.7. this Deed, the Assigned Document and to any provisions of it or to any other document referred to in this Deed shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 20.2.8. any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 20.2.9. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

clause headings are for ease of reference only and are not to affect the interpretation of this Deed.

20.3. The parties intend that this document shall take effect as a deed.

20.4. The use of bold type shall be ignored in the construction of this Deed.

21. Governing Law

This Deed shall be governed by and construed according to English law.

IN WITNESS whereof this Deed has been executed by the Assignor as a deed and signed by BoS and shall take effect on the day and year stated at the beginning of this document.

SCHEDULE**Form of Notice**

Date:

Dear Sirs

Miller Parkgate No.1 Limited

Legal mortgage over Block 1 The Pavillions Knutsford Business Park, Mobberley Road, Knutsford, Cheshire, WA16 8ZR to be entered into on or around the date of this Deed between (1) John Robert Mamelok, Rachel Maryse Mamelok and Alltrust Services Limited as trustees of the Haig House Pension Trust and (2) Miller Parkgate No.1 Limited (the "Mortgage")

We hereby notify you that Miller Parkgate No.1 Limited (the "**Company**") has assigned in security its right, title and interest in and to the Mortgage (as detailed above) to Bank of Scotland plc ("**BoS**") by way of deed of assignment in security (the "**Assignment**").

We hereby irrevocably and unconditionally authorise and instruct you:-

1. to pay all amounts payable by you pursuant to or in connection with the Mortgage direct to BoS to such account as it may specify without reference to or further authority from us;
2. upon notice from BoS that it has enforced its rights under the Assignment, to comply with all instructions you receive from BoS in relation to the Mortgage without reference to or further authority from us;
3. to disclose to BoS all and any information in relation to the Mortgage as it may request;
4. not to cancel, surrender or terminate or amend the Mortgage without written notice to BoS.

Upon BoS taking an absolute assignment of the Mortgage following enforcement of its rights under the Assignment, BoS shall enter into a direct deed of covenant with you.

Please sign and return the enclosed copy of this notice to BoS (with a copy to the Company) at its office at Corporate Real Estate, Business Support Unit, Lloyds Banking Group, 4th Floor, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE in order to confirm that:-

- (i) you have not received any notice that the Company has assigned all or any of its rights in and to the Mortgage (or otherwise granted any encumbrance, security or other interest in respect of the Mortgage) prior to receipt of this notification of the interest of BoS; and
- (ii) you agree to act in accordance with the terms of this notification.

This letter shall be governed by English law.

Yours faithfully

For and on behalf of
Miller Parkgate No.1 Limited

We hereby acknowledge receipt of the above letter of which this is a duplicate and confirm our agreement the terms of paragraph (i) and (ii) above.

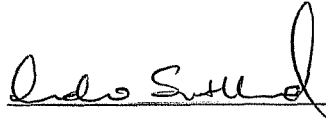
For and on behalf of
Haig House Pension Trust

Date:

EXECUTION

EXECUTED as a deed by
MILLER PARKGATE NO.1 LIMITED

(pursuant to a resolution of its Board of Directors)

 Director

in the presence of:-

 Witness

SUSAN DONALD Full Name

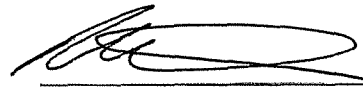
2 LOCHSIDE VIEW Address

EDINBURGH

PARALEGAL Occupation

EXECUTED by

as attorney for **BANK OF SCOTLAND PLC**
 in the presence of:


 Attorney

Jane McKeown Witness

JANE MCKEOWN Full Name

Quatermile One Address

15 Lauriston Place, Edinburgh

TRAINEE SOLICITOR Occupation

100

100

100

100

100