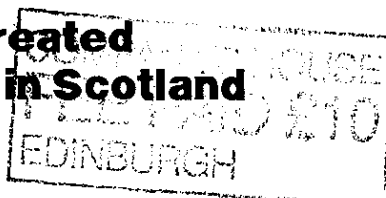


## Particulars of a charge created by a company registered in Scotland



# 410

Please do not  
write in  
this margin

Pursuant to section 410 of the Companies Act 1985

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

\*  
insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

T T T

SC220379

Name of company

\* MILLER INVESTMENTS (WHITEHALL) LIMITED ("the Company")

Date of creation of the charge (note 1)

8 October 2001

Description of the instrument (if any) creating or evidencing the charge (note 1)

[illegible]

Amount secured by the charge

(i) all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Company covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Company and the Bank;

(ii) on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in Clause 17 of the Charge;

(iii) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Charge.

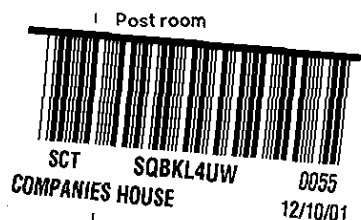
Names and addresses of the persons entitled to the charge

Clydesdale Bank Public Limited Company ("the Bank")
30 St Vincent Street
Glasgow G1 2HL

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
EDINBURGH EH1 2EN  
0131 228 8000  
Ref: JXH/CPD/BOS001.0945

For official Use  
Charges Section



Short particulars of all the property charged.

See Paper Apart

Please do not  
write in  
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Not without the prior written consent of the Bank:-

- (i) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or
- (ii) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or
- (iii) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the Charged Assets.

Particulars as to commission, allowance or discount paid (see section 413(3))

Signed *A. E. W. K.* Date 12.10.2001

On behalf of ~~company~~ [chargee]†

† delete as  
appropriate

#### Notes

1. A description of the instrument e. g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U. K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U. K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is:-  
Companies Registration Office,  
37 Castle Terrace,  
Edinburgh EH1 2EB

## Paper Apart

### Short Particulars of all the Property Charged

- (1) by way of legal mortgage all freehold and leasehold property now vested in the Company;
- (2) by way of first fixed charge:-
  - (i) all freehold and leasehold property hereafter acquired by the Company;
  - (ii) all freehold and leasehold property now or in the future beneficially owned by but not vested in the Company;
  - (iii) all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Company;
  - (iv) all shares stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities;
  - (v) all rights and interest of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
  - (vi) all uncalled capital and goodwill for the time being of the Company;
  - (vii) all patents patent applications trademarks trade names registered designs copyright licences and similar rights for the time being of the Company and all present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty fee or similar income;
  - (viii) all book debts and other debts now and from time to time hereafter due owing or incurred to the company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge ("**the Charged Debts**");
- (3) by way of floating charge all the property assets and undertaking of the Company both present and future not subject to a fixed charge under the Charge including (without limitation) any immovable property of the Company situated in Scotland and any other property assets and undertaking for the time being of the Company which are subject to the Charges contained in the Charge other than the Charged Debts ("**the Charged Assets**") situated in Scotland falling within the type mentioned at (2) above.



# FILE COPY



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number 220379

I hereby certify that a charge created by

MILLER INVESTMENTS (WHITEHALL) LIMITED

on 8 OCTOBER 2001

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of CLYDESDALE BANK PUBLIC LIMITED COMPANY

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 12 OCTOBER 2001

Given at Companies House, Edinburgh  
16 OCTOBER 2001



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC220379 CHARGE: 3

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
12/10/2001  DEBENTURE		8/10/01 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	LEGAL MORTGAGE OVER ALL FREEHOLD AND LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY; FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	CLYDESDALE BANK PUBLIC LIMITED COMPANY

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC220379 CHARGE: 3

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						