



CHFP041

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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.**

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number

(Address overleaf - Note 6)

6

5605478

Name of company

* Miller Properties (Aqua) Limited (the "Mortgagor")

Date of creation of the charge

14 February 2006

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Bank of any kind and in any
currency (whether present or future actual or contingent and whether
incurred alone or jointly with another) together with the Bank's charges
and commission Interest and Expenses. (the "Mortgagor's Obligations")

See Paper Apart for Definitions

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

The Royal Bank of Scotland plc (the "Bank")

36 St Andrew's Square, Edinburgh

Postcode EH2 2YB

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

RBS001.1741

For official use (06/2005)

Mortgage Section

Post room

A28
COMPANIES HOUSE622
17/02/2006

Short particulars of all the property mortgaged or charged

By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

By way of fixed charge if the Mortgagor is not an individual:-

(i) All the fixtures and fittings of the Mortgagor from time to time attached to the Property

(ii) All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

(iii) All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business

By way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

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

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)

None

Signed

Date 16/2/06

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 £13 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 relative to the foregoing Companies House Form 395 in respect of the Legal Charge granted by Miller Properties (Aqua) Limited in favour of The Royal Bank of Scotland plc dated 14 February 2006.

Definitions:

Interest means Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

Property means Huyton Place Shopping Centre, comprising land and buildings lying to the east of Derby Road Huyton and 55 to 65 (odd) Derby Road and 1 to 10 (inclusive) Lansdowne Way, Huyton, Liverpool, Land Registry Title No's: MS291314 and MS33104

Charged Assets means

- (i) All the fixtures and fittings of the Mortgagor from time to time attached to the Property
- (ii) All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- (iii) All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business

Goodwill means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

Expenses means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05605478

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th FEBRUARY 2006 AND CREATED BY MILLER PROPERTIES (AQUA) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES