

026016/12

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CHFP041

COMPANIES FORM No. 395

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.

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

22

1479073

Name of company

*MILLS CNC FINANCE LIMITED

Date of creation of the charge

29 AUGUST 2008

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

Debenture

Amount secured by the mortgage or charge

All money and liabilities, whether actual, certain or contingent, which now or at any time after the date of this deed may be due, owing or incurred by the Company to Michael John William Jenkins and Donna Elizabeth Jenkins as trustees of the Jenkins 2008 Settlement (the "Trustees") under a loan note instrument created by Mills CNC Group Limited (company number 6655470) and issued to the Trustees on even date and under an unlimited corporate cross-guarantee entered into by Mills CNC Group Limited (company number 6655470) and certain of its subsidiaries (including the Company) on even date, or for which the Company may for any reason be or become liable to Michael John William Jenkins as security trustee (the "Security Trustee") or the Trustees (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety), together with interest to the date of payment

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

Michael John William Jenkins of The Hayloft, 3 Drybank Barns, Fosse Way, Ettington, Stratford upon Avon, Warwickshire CV37 7PD as security trustee

Postcode

Presenter's name, address and reference (if any)

Harvey Ingram LLP
Edmund House, 12-22 Newhall Street
Birmingham
United Kingdom B3 3EW

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



A34

03/09/2008
COMPANIES HOUSE

46

Short particulars of all the property mortgaged or charged

1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted to be paid or met or otherwise secured under this debenture, the Company, with full title guarantee, charges to the Security Trustee

1 1 by way of legal mortgage, all Land (as defined in the debenture) in England and Wales now vested in the Company and not registered at HM Land Registry,

1 2 by way of fixed charge

(a) all Land in England and Wales now vested in the Company and registered at HM Land Registry,

(b) all other Land which is now, or in the future becomes, the Company's property,

(c) all plant and machinery now or in the future attached to any Land,

(d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to the Land,

(e) all the Company's Securities,

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company - which relate to Assets (as defined in the debenture) themselves subject to a fixed charge in the Security Trustee's favour, or - which are now or in the future deposited by the Company with the Security Trustee, together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Company's goodwill and uncalled share capital for the time being,

(h) all the Company's Intellectual Property (as defined in the debenture), present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,

(i) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world,

Please do not write in this margin

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)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

[Redacted box]

Signed Dore Raman

Date 29/8/08

On behalf of [company] ~~[mortgagor/charged]~~ †

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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Short particulars of all the property mortgaged or charged

1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted to be paid or met or otherwise secured under this debenture, the Company, with full title guarantee, charges to the Security Trustee

1 1 by way of legal mortgage, all Land (as defined in the debenture) in England and Wales now vested in the Company and not registered at HM Land Registry,

1 2 by way of fixed charge

(a) all Land in England and Wales now vested in the Company and registered at HM Land Registry

(b) all other Land which is now, or in the future becomes, the Company's property,

(c) all plant and machinery now or in the future attached to any Land,

(d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease agreement or licence relating to the Land,

(e) all the Company's Securities

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company - which relate to Assets (as defined in the debenture) themselves subject to a fixed charge in the Security Trustee's favour, or - which are now or in the future deposited by the Company with the Security Trustee, together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them)

(g) all the Company's goodwill and uncalled share capital for the time being,

(h) all the Company's Intellectual Property (as defined in the debenture) present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,

(i) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world,

Please do not write in this margin

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)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed Dore Rama

Date 29/8/08

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

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
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**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
margin

Continuation sheet No
to Forms Nos 395 and 410 (Scot)

Company number

1479073

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

Name of company

MILLS CNC FINANCE

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
margin

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

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Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block
lettering

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Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

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Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

(j) all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world,

(k) all trade debts now or in the future owing to the Company,

(l) all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

(m) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Security Trustee's favour,

1 3 by way of floating charge

(a) all the Company's assets which are not effectively charged by the fixed charges detailed above, and

(b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Company shall not without the Security Trustee's prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (as defined in the debenture) (whether having priority over, or ranking pari passu with or subject to, this floating charge),

- take any other step referred to in clause 5 1 of the debenture with respect to any of the Floating Charge Assets,

- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

2 The Security Trustee may at any time crystallise the floating charge created in paragraph 1 3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Security Trustee to the Company in relation to any or all Floating Charge Assets, as the Security Trustee specifies in the notice

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
margin

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

(j) all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world,

(k) all trade debts now or in the future owing to the Company,

(l) all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

(m) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Security Trustee's favour,

1.3 by way of floating charge

(a) all the Company's assets which are not effectively charged by the fixed charges detailed above, and

(b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Company shall not without the Security Trustee's prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (as defined in the debenture) (whether having priority over, or ranking pari passu with or subject to, this floating charge),

- take any other step referred to in clause 5.1 of the debenture with respect to any of the Floating Charge Assets,

- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

2. The Security Trustee may at any time crystallise the floating charge created in paragraph 1.3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Security Trustee to the Company in relation to any or all Floating Charge Assets, as the Security Trustee specifies in the notice



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 1479073
CHARGE NO. 22

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 AUGUST
2008 AND CREATED BY MILLS CNC FINANCE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO MICHAEL JOHN WILLIAM JENKINS AS
SECURITY TRUSTEE 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 3 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 SEPTEMBER
2008

