

# M

CHFP025

COMPANIES FORM NO. 395

615212/65

# 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

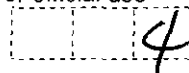
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*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

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Date of creation of the charge

13 June 2006

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

A security accession deed dated 13 June 2006 between (1) the **Chargor**, (2) Telecity Group plc (the **Parent**) and (3) Saberasu Japan Investments II B.V. (the **Security Trustee**) pursuant to which the **Chargor** acceded to a debenture dated 1 November 2005 between, among others, the **Parent** and the **Security Trustee** (the **Debenture**).

Amount secured by the mortgage or charge

The liabilities of the **Obligors** to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture would result in the contravention by a **Chargor** of section 151 of the Companies Act 1985 or, in relation to a **Chargor** incorporated in the Republic of Ireland, of section 60 of the Irish Companies Act 1963 (**Secured Liabilities**).

For definitions please see continuation sheet 7456960.

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

Saberasu Japan Investments II B.V. (as trustee for the Finance Parties), 1st Floor, Amaliaan 41C, 3743KE Baarn, The Netherlands

Postcode

Please return  
via  
CH London Counter

Director's name and address and  
company name (if any):

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

FN/67772.00002

Time critical reference

For official Use

Mortgage Section

Post room



By the acceding to the Debenture, the Chargor charged the following:

1 **Land**

1.1 The Chargor charged:

- (a) by way of legal mortgage its interest in the Material Land (other than Irish Land) referred to opposite its name in Schedule 1 at the end of this form 395; and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (other than Irish Land).

1.2 As continuing security for the payment and discharge of the Secured Liabilities, in respect of Irish Land, each Chargor as beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) hereby:

(Continued in document 7456960)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Wilde Septe

Date 26/06/06

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**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 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, DX: 33050 Cardiff

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 1

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

Continuation sheet from document: 7456604

- (a) grants and conveys unto the Security Trustee so much of the Material Irish Land set out opposite its name in Schedule 1 to this form 395 as is of freehold tenure (save any part the ownership whereof is registered or is in the course of being registered in the Irish Land Registry) to hold the same unto and to the use the Security Trustee in fee simple;
- (b) demised unto the Security Trustee so much of the Material Irish Land set out opposite its name in Schedule 1 to this form 395 as is of leasehold tenure (save any part thereof the leasehold ownership whereof is registered or is in the course of being registered in the Irish Land Registry but including any part thereof which is held additionally for any other tenure estate or interest) to hold the same unto the Security Trustee for all the residue of the term or respective terms of years for which that Chargor holds the same less the last day of such term or terms;
- (c) charged unto the Security Trustee so much of the Material Irish Land set out opposite its name in Schedule 1 to this form 395 the ownership whereof, or in the case of leasehold property, the leasehold interest whereof, is registered or is in the course of being registered in the Irish Land Registry with payment of the Secured Liabilities and that Chargor assents to the registration of this charge as a burden on all the property affected thereby; and
- (d) charged unto the Security Trustee by way of first fixed charge:
  - (i) the Irish Land which is not Material Irish Land;
  - (ii) so much of the Irish Land set out opposite its name in Schedule 1 at the end of this form 395 as is held under any yearly or lesser tenancy interest;
  - (iii) any future estate or interest which that Chargor may from time to time hereafter acquire in the Irish Land set out opposite its name in Schedule 1 to this form 395; and
  - (iv) the Other Irish Property.

## 2. Shares

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

## 3. Investments

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 2

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,  
including those held for it by any nominee.

4. **Plant and Machinery**

The Chargor has charged by way of fixed charge all Plant and Machinery in so far as it is not charged, granted, conveyed or demised by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture.

5. **Book Debts**

The Chargor charged by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

6. **Non Trading Debts**

The Chargor charged by way of fixed charge:

- (a) all Non Trading Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

7. **Intellectual Property Rights**

The Chargor charged by way of fixed charge all Intellectual Property Rights, including, where the Chargor is a Trade Mark Chargor:

- (a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

8. **Goodwill**

The Chargor charged by way of fixed charge its goodwill.

9. **Uncalled capital**

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 3

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

The Chargor charged by way of fixed charge its uncalled capital.

10. **Authorisations**

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

11. **Assigned Agreements**

The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.

12. **Accounts held with third parties**

12.1 The Chargor assigned absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account, other than a Blocked Account) in its name or to which it is beneficially entitled.

12.2. The Parent assigned absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts standing to the credit of each Blocked Account.

13. **Insurances**

The Chargor assigned absolutely all its rights and interests in the Insurances.

14. **Contractual rights**

The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.11 (*Assigned Agreements*) of the Debenture.

15. **Other assets**

15.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture.

15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture by the Chargor.

**Negative Pledge**

The Chargor shall not create or permit to subsist any Security over any Security Assets except for Permitted Security.

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 4

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

## Nature of Security created

The Security created under the Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties; and
- (d) with full title guarantee.

## Definitions:

**Acceptable Bank** means a bank acceptable to the Agent (acting reasonably).

**Accession Letter** means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement or such other form as may be agreed between the Borrower and the Agent (both acting reasonably).

**Account** means a Current Account, a Holding Account, a Mandatory Prepayment Account or a Control Account and all those accounts listed in Schedule 3 to this form 395.

**Acquisition** means the acquisition by the Parent of Target Shares under the Offer and/or the procedures set out in Part XIII A of the Companies Act 1985.

**Acquisition Purpose** has the meaning given to it in the Facility Agreement.

**Additional Guarantor** means a company which becomes a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

**Agent** means Saberasu Japan Investments II BV as agent of the other Finance Parties.

**Assigned Agreements** means the Intra-Group Loan Agreements and all those agreements which appear in Schedule 4 to this form 395.

**Authorisation** means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

**Blocked Account** means a Holding Account, a Mandatory Prepayment Account or a Control Account.

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 5

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Book Debts** means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

**Borrower** means Inhoco 3236 plc a company incorporated in England and Wales with registered number 5505790.

**Borrower Intra-Group Loan Agreement** means the loan agreement in the agreed form between the Borrower and certain Target Group Companies pursuant to which those Target Group Companies have or will make available a facility to the Borrower up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facility.

**Charging Group Company** means the Original Obligors and any other Group Company which:

- (a) is a Guarantor;
- (b) has entered into Transaction Security over its book debts and bank account; and
- (c) has entered into Transaction Security over its other assets and undertaking to the extent required in order to comply the Security Principles.

**Chargor** means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 21 (*Additional Chargors*) of the Debenture.

**Code** means the City Code on Takeovers and Mergers (as amended and replaced from time to time) and any reference to a **Rule** of the Code is a reference to that Rule as replaced, renumbered or amended from time to time.

**Control Account Bank** means an Acceptable Bank with which the Control Accounts are held.

**Control Accounts** means the Tranche A Control Account and the Tranche B Control Account.

**Current Account** means each account of the Chargors set out in Schedule 6 (*Current Accounts*) of the Debenture.

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Facility Agreement** means the facility agreement made between, among others, the Parent, the Borrower and the Finance Parties dated 1 November 2005.

**Finance Document** means the Facility Agreement, any Accession Letter, any Fee Letter, the Intercreditor Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Borrower and the Agent as each is defined in the Facility Agreement.

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 6

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Finance Parties** means the Agent, the Security Trustee and the Lenders.

**Group** means:

- (a) before the Unconditional Date, the Parent and its Subsidiaries (being Inhoco, the Borrower and the Tango Group); and
- (b) after the Unconditional Date, the Parent, Inhoco, the Borrower, Tango, Target and each of their respective Subsidiaries for the time being,
- (c) and **Group Company** means any of them.

**Guarantor** means the Parent, Inhoco and the Borrower and each other Group Company which has given a guarantee under Clause 19 (*Guarantee and Indemnity*) of the Facility Agreement whether as an Additional Guarantor or under Clause 23.35 (*Action after Unconditional Date*) of the Facility Agreement.

**Holding Account** means an account:

- (a) held by a Subsidiary of the Borrower with an Acceptable Bank;
- (b) identified in a letter between the Borrower and the Agent as a Holding Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee; and
- (d) from which a Subsidiary of the Borrower may request the withdrawal of credit balances in accordance with Clause 8.4.3 (*Proceeds*) of the Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

**Inhoco** means Inhoco 3213 Limited a company incorporated in England and Wales with registered number 5464763.

**Insurance** means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest and all those policies of insurance which appear in Schedule 5 to this form 395.

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and



# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 7

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Intercreditor Agreement** means the agreement dated 1 November 2005 made between, among others, the Parent, Inhoco, the Agent and the Investors (as defined therein).

**Intra-Group Loan Agreement** means an agreement under which a Group Company has or will make available a facility to another Group Company (and includes the Borrower Intra-Group Loan Agreement and the Parent Loan Agreement).

**Irish Land** means all freehold, heritable and leasehold property situate in the Republic of Ireland from time to time owned by a Chargor or in which a Chargor is otherwise interested, including the property, if any, specified in Schedule 2 of the Debenture (or as the case may be, in Schedule 1 to this form 395) together with (by way of extension of Section 6 of the Irish Conveyancing and Law of Property Act 1881) all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon.

**Land** has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

**Lender** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**Mandatory Prepayment Account** means an interest-bearing account:

- (a) held by the Borrower with an Acceptable Bank;
- (b) identified in a letter between the Borrower and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made by any Group Companies except as contemplated by the Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

**Material Intellectual Property** means any Intellectual Property Rights which are necessary and/or

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 8

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

material either to the business of:

- (a) the Group; or
- (b) the Tango Group or the Target Group, as appropriate,

*in each case, taking such group as a whole.*

**Material Irish Land** means any freehold, heritable or leasehold property which is Material Land.

**Material Land** means any freehold land and any land with leaseholds in excess of 15 years which are not at rack rent.

**Material Trade Mark** means any trade mark which comes within the definition of Material Intellectual Property.

**Material Trade Mark Application** means each application for the United Kingdom registration of a Material Trade Mark.

**Material Trade Mark Property** means:

- (a) all Material Trade Marks;
- (b) all Material Trade Mark Applications;
- (c) any goodwill of a Chargor's business to which any Material Trade Mark or Material Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Material Trade Mark or Material Trade Mark Application or, in either case, its use in a Chargor's business.

**Non Trading Debts** means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.12 (*Accounts held with third parties*) of the Debenture.

**Obligor** means the Borrower or a Guarantor.

**Offer** means the offer for Target Shares not beneficially owned by the Parent to be made by or on behalf of the Parent in all material respects on the terms and conditions referred to in the Press Release.

**Offer Costs** means all fees, commissions, costs and expenses properly incurred by or on behalf of the Parent in connection with the Offer or the financing of the Offer, under Part XIII A of the Companies Act 1985 or in connection with any proposal made by the Parent to the holders of options to buy Target Shares required by the Code, together with all Taxes payable in connection therewith.

**Original Chargors** means the Parent, the Borrower and Inhoco.

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 9

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Original Lenders** means Saberasu Japan Investments II B.V..

**Original Obligors** means the Parent, Inhoco and the Borrower and **Original Obligor** means any of them.

**Other Irish Property** means all freehold, leasehold and other immovable property of any Chargor situate in the Republic of Ireland other than the Irish Land set out opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) of the Debenture (or as the case may be, Schedule 1 to this form 395), now or at any time hereafter belonging to or for any estate or interest vested in that Chargor together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon.

**Parent** means TeleCity Group plc (company number 05603875).

**Parent Loan Agreement** has the meaning given to it in the Facility Agreement.

**Party** means a party to the Facility Agreement.

**Permitted Security** has the meaning given to it in the Facility Agreement.

**PIK Margin** has the meaning given to it in Clause 10.2.3 (*Payment of Margin*) of the Facility Agreement.

**Press Release** means the press release in the agreed form relating to the Offer for the purpose of Rule 2.5 of the Code.

**Real Property** means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Accession Deed** means a deed executed by a Group Company substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*) of the Debenture, with those amendments which the Security Trustee may acting reasonably approve or reasonably require.

**Security Period** means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facility.

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 10

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Shares** means all shares (other than the Target Shares) held by a Chargor in its Subsidiaries and as listed in Schedule 2 to this form 395.

**Subsidiary** means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**Tango** means Telecity plc, a company incorporated in England and Wales with registered number 3819054.

**Tango Group** means Tango and its Subsidiaries for the time being and **Tango Group Company** means any of them.

**Target** means Redbus Interhouse plc, a company incorporated under the laws of England and Wales with registered number 153088.

**Target Group** means Target and its Subsidiaries for the time being and **Target Group Company** means any of them.

**Target Shares** means existing unconditionally allotted or issued fully paid shares in Target and any further shares in Target which are unconditionally allotted or issued before the date on which the Offer ceases to be open for acceptances.

**Tranche A** means the tranche referred to in Clause 2.1 (a) (*The Facility*) of the Facility Agreement.

**Tranche A Control Account** means the interest bearing account in the name of the Borrower into which Tranche A is paid and held with the Control Account Bank and from which amounts may be withdrawn in accordance with Clause 5.5. (*Control Account*) of the Facility Agreement.

**Tranche B** means the tranche referred to in Clause 2.1 (b) (*The Facility*) of the Facility Agreement.

**Tranche B Control Account** means the interest bearing account in the name of the Borrower into which Tranche B is paid and held with the Control Account Bank and from which amounts may be withdrawn in accordance with Clause 5.5 (*Control Account*) of the Facility Agreement.

**Trade Mark Chargor** means a Chargor that owns Material Trade Mark Property.

**Transaction Security** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

**Transaction Security Documents** means any document entered into by any Obligor creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents, each in form and substance satisfactory to the Agent.

**Unconditional Date** means the date on which the Offer has become, or is declared to be, wholly unconditional in all respects.

**COMPANIES FORM No. 395 (Cont.)**

continuation of document No. 7456604

Continuation Sheet No 11

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Schedule 1 – Land**

None

**Schedule 2 – Shares**

<b>Shares</b>	<b>Subsidiary</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
Redbus Interhouse Limited	Redbus Interhouse (Holdings) Limited	2,500 ordinary shares	None
Redbus Interhouse Limited	Redbus Interhouse (UK) Limited	2,500,500 ordinary shares	None
Redbus Interhouse Limited	PLC Properties LLC	100% membership interest	None
Redbus Interhouse Limited	Amercoeur Anthracite Limited	100 ordinary shares	None
Redbus Interhouse Limited	Horace Small Apparel Limited	706 ordinary shares	None
Redbus Interhouse Limited	Mining and Natural Resources Company Limited	6,202 deferred shares	None
		6,202 ordinary shares	None
Redbus Interhouse Limited	Brynglas Mining Limited	100 ordinary shares	None
Redbus Interhouse Limited	Interhouse Limited	13,300 deferred shares	None
		13,300 ordinary shares	None
Redbus Interhouse Limited	Redbus Interhouse (Italy) S.p.A	50,000	None

**COMPANIES FORM No. 395 (Cont.)**

continuation of document No. 7456604

Continuation Sheet No 12

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

**Schedule 3 – Accounts**

<b>Name of Chargor</b>	<b>Account bank</b>	<b>Sort code</b>	<b>Account number</b>
Redbus Interhouse Limited	Barclays Bank plc	20-65-63	80879150
Redbus Interhouse Limited	Barclays Bank plc	20-65-63	90489859
Redbus Interhouse Limited	Barclays Bank plc	20-65-63	50135054
Redbus Interhouse Limited	Barclays Bank plc	20-65-63	00550337
Redbus Interhouse Limited	Barclays Bank plc	20-65-63	76188799
Redbus Interhouse Limited (Sterling)	NatWest Bank	60-12-03	9541-30402708
Redbus Interhouse Limited (Euro)	NatWest Bank	60-12-03	9541-30402708
Redbus Interhouse Limited (US\$)	NatWest Bank	60-12-03	9541-30402708

**Schedule 4 – Assigned Agreements**

Intra Group Loan Agreement dated on or about the date of this Deed between (1) Redbus Interhouse Limited, (2) Redbus Interhouse (Holdings) Limited, (3) Redbus Interhouse (UK) Limited and (4) Inhoco 3236 plc.

Loan Agreement dated 12 March 2002 between Redbus Interhouse Limited and Redbus Interhouse (Spain) SA. Loan emended on 31 December 2004 to change denomination of loan from Euros to Sterling.

Loan Agreement dated 12 March 2002 between Redbus Interhouse Limited and Redbus Interhouse (Germany) GmbH.

Loan Agreement dated 12 March 2002 between Redbus Interhouse Limited and Redbus Interhouse (UK) Ltd.

Loan Agreement dated 15 December 2003 between Redbus Interhouse Limited and Redbus Interhouse (Italy) SpA.

Loan Agreement dated 1 December 2003 between Redbus Interhouse Limited and Redbus Interhouse (France) SA.

Loan Agreement dated 16 June 2005 between Redbus Interhouse Limited and Redbus Interhouse (France) SA. This is in addition to the agreement above, and allows money to be lent from France to Limited.

Loan Agreement dated 3 April 2002 between Redbus Interhouse Limited and Redbus Interhouse

**COMPANIES FORM No. 395 (Cont.)**

continuation of document No. 7456604

Continuation Sheet No 13

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

(Netherlands) BV. Loan amended on 31 December 2004 to change denomination of loan from Euros to Sterling.

Services agreement dated 6 November 2001 between Redbus Interhouse Limited and Redbus Interhouse (Italy) SpA.

Services agreement dated 6 November 2001 between Redbus Interhouse Limited and Redbus Interhouse (Germany) GmbH.

Services agreement dated 16 November 2001 between Redbus Interhouse Limited and Redbus Interhouse (France) SA.

Services agreement dated 6 November 2001 between Redbus Interhouse Limited and Redbus Interhouse (Netherlands) BV.

Services agreement dated 6 November 2001 between Redbus Interhouse Limited and Redbus Interhouse (UK) Limited.

**Schedule 5 – Insurances**

<b>Insurers</b>	<b>Policy No.</b>	<b>Cover</b>	<b>Key Policy Limits</b>
ACE Insurance S.A. N.V.	96UK146762	Combined Property Damage and Business Interruption Insurance	£30,000,000 loss limit
ACE Insurance S.A. N.V.	47UKA17718	Combined Liability Insurance	Public and Products limit - £10,000,000  Employer's liability limit - £10,000,000  Environmental Impairment Liability in respect of Redbus Interhouse (Netherlands) N.V. limit – €230,000
ACE Insurance S.A. N.V.	23UK146762	United Kingdom Terrorism Insurance	£30,000,000 loss limit
Gareat via ACE Insurance S.A. N.V.	96UK146762	France Terrorism Insurance	£25,000,000 loss limit
Extremus AG	96UK146762	Germany Terrorism Insurance	£25,000,000 loss limit
ACE Insurance S.A. N.V.	96UK146762	Netherlands Terrorism	£25,000,000 loss limit

# COMPANIES FORM No. 395 (Cont.)

continuation of document No. 7456604

Continuation Sheet No 14

Company Number

153088

Name of company

Redbus Interhouse Limited (the **Chargor**)

Short particulars of all the property mortgaged or charged

via local pooling arrangement

Insurance

Allianz Cornhill Engineering

NZ/11332653

Engineering Inspection n/a  
Insurance

AIG Europe

Directors and Officers £5,000,000 limit  
Liability Insurance



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00153088

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE PLEDGE DATED THE 13th JUNE 2006 AND CREATED BY REDBUS INTERHOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ANY SECURED CREDITOR 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 26th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2006.

*Lic Dwyer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES