

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

* CHARTERHOUSE DEVELOPMENT CAPITAL HOLDINGS LIMITED

Date of creation of the charge

19 June 2001

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

Debenture made between the Company and The Royal Bank of Scotland plc (the "Bank") (the "Deed")

Amount secured by the mortgage or charge

All the Company'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 "Company's Obligations").

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

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh

Postcode EH2 2YB

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

SJ Berwin
DX 255 LONDON

SAAV/R757.42/CP2:64229

Time critical reference

For official Use
Mortgage Section

Post room



A19
COMPANIES HOUSE

0853
23/06/01

M

CHFP025

Please do not write in this margin

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

*insert full name of Company

BARCL 712081
£10
SORS

395

£10

COMPANIES HOUSE

For official use Company number

00616189

The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

1.1 By way of legal mortgage all the freehold and leasehold property at the date of the Deed vested in or charged to the Company including any Registered Land

1.2 By way of fixed charge all estates or interests in any freehold and leasehold property at the date of the Deed and thereafter vested in or charged to the Company except the property charged by Clause 1.1

1.3 By way of fixed charge all the plant machinery and fixtures and fittings of the Company at the date of the Deed and thereafter

1.4 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company at the date of the Deed and thereafter not regularly disposed of in the ordinary course of business

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed S. J. Benwin

Date 20 June 2001

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)

† delete as appropriate

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 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

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

1.5 By way of fixed charge all the goodwill and uncalled capital of the Company at the date of the Deed and thereafter

1.6 By way of fixed charge all stocks shares and other securities of the Company at the date of the Deed and thereafter

1.7 By way of fixed charge all intellectual property rights choses in action and claims of the Company at the date of the Deed and thereafter and the proceeds of any insurance from time to time affecting the Property

1.8 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

1.9 By way of fixed charge all book debts and other debts of the Company at the date of the Deed and thereafter and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note (g) below

1.10 By way of fixed charge all funds standing to the credit of the Company from time to time on any account (other than designated client accounts) with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note (g) below

1.11 By way of floating charge all the undertaking and all property assets and rights of the Company at the date of the Deed and thereafter not subject to a fixed charge under the Deed

Note: The Deed contains covenants by the Company with the Bank and other requirements as follows:

(a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on the Property.

(b) Not without the previous written consent of the Bank to dispose of the Property charged by clauses 1.1 to 1.10 inclusive other than as permitted by the Facility Agreement made between the Company, DMWSL 326 Limited, Charterhouse Development Capital Limited, Charterhouse General Partners Limited, Charterhouse General Partners (VI) Limited and the Bank dated on or about the date of the Deed.

(c) Not without the previous written consent of the Bank to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like.

(d) Not without the previous written consent of the Bank to dispose of the Property charged by clause 1.11 other than in the ordinary course of business.

(e) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

(f) The Company requests the Chief Land Registrar to enter a restriction on the Register of any Registered Land that except under an order of the Registrar no disposition by the proprietor(s) of the land is to be registered without the consent of the registered proprietor of the Deed.

(g) The Company will pay into the Company's account with the Bank (or such other account as the Bank may specify from time to time) all money which the Company may receive in respect of the Company's book debts and other debts owed to it (including without limitation all management fees of any description to which the Company is entitled) and may not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Company's book debts or vary or agree to any variation in their terms or permit anything which may delay or prejudice the full recovery of such book debts.

(h) The Deed gives the Bank the power to appoint an administrative receiver.

(i) The Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice.

Definitions:

"Property" means the whole and any part of the undertaking, property and assets of the Company charged to the Bank under the Deed;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred;

"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time;

"Registered Land" means all registered land from time to time owned by the Company (the particulars of which shall be notified to the Bank in writing).

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00616189

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th JUNE 2001 AND CREATED BY CHARTERHOUSE DEVELOPMENT CAPITAL HOLDINGS 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 23rd JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —