

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

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

\* Insert full name  
of company

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

For official use

539

1310093

Name of company

\* JVCO LIMITED

Date of creation of the charge

2nd July 2001

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

Deed of Debenture ("the Deed") between (1) JVCO LIMITED ("the Company")  
and (2) NORTH BRITISH HOUSING LIMITED ("the Lender")

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Company to the Lender whether actual, contingent, sole, joint and/or several (including, without limitation, liabilities in respect of advances, interest, fees, commissions, costs and expenses, indemnity liabilities and all other sums due or to become due from time to time from the Company to the Lender) on any account or otherwise in any manner whatsoever (the "Secured Liabilities").

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

NORTH BRITISH HOUSING LIMITED, 4 The Pavilions, Portway, Preston,  
Lancashire

Postcode PR2 2YB

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

Devonshires  
Salisbury House  
London Wall  
London  
EC2M 5QY  
Ref. GNH/NBHA/48

For official use  
Mortgage section



Time critical reference

Short particulars of all the property mortgaged or charged

1. A first fixed legal mortgage ("the Legal Mortgage") over all and any part of any estate or interest in the property described in the Schedule to the Deed ("the Property") and all buildings, erections, fixtures and fittings, fixed plant and machinery from time to time on it and all contracts and policies of insurance ("the Insurances") of whatever nature in connection with the assets, undertakings, properties, rights and benefits expressed to be charged or mortgaged in favour of the Lender which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof, the proceeds of sale of all or any part of it, any deposits in respect of the Property which may be forfeited and (so far as they are capable of being charged) the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any money paid or payable in respect of those covenants; and

2. A fixed charge over all benefits, claims and returns of premiums in respect of any Insurance and if and in so far as the Legal Mortgage or the assignment set out below in 3 is, for any reason, ineffective as a legal mortgage or assignment, the Company's assets, undertakings, properties,

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A fee of £10 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)

NIL

Signed Devonshires

Date 3<sup>rd</sup> July 2001

On behalf of ~~company~~ [mortgagee/chargee]\*

\*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.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

1310093

Please complete  
legibly, preferably  
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bold block lettering

\*Delete if  
inappropriate

Name of company

JVCO LIMITED

Limited\*

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

revenues and rights of every description ("the Company's Assets").

3. An assignment to the Lender of all the Company's rights, title and interest in and to all present and future income and claims which are earned by or become payable to or for the account of the Company in connection with or by reference to the Property (including, without limitation, income from rent, service charges and licence fees) and proceeds of any sale of any interest in the Property and the benefit of all covenants, agreements, rights and remedies relating to the Property.

4. A first floating charge over the whole of the Company's undertaking, property and assets whatsoever and wheresoever, present and future, together with the benefit of all security and other rights which the Company holds or shall hold in respect thereof.

5. A first fixed legal charge over all stocks, shares, debentures, bonds, warrants and other securities and investments now or in future ("the Securities") in any other entity in the legal or beneficial ownership of the Company as at the date of the Deed and the proceeds of any sale of the Securities and all stocks, bonds, notes, shares or other securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise ("the Derivative Assets") in respect of any of the Securities or any of the Derivative Assets previously described but excluding all Distributions (defined in 6 below) and the rights and benefits set out in 6 below if and to the extent that that assignment is not or may not be effective to create a first legal assignment.

6. An assignment to the Lender of all the benefit of all contracts and covenants, rights and benefits in relation to the Securities excluding all dividends, interest and other income and the proceeds of any sale deriving at any time after the date of this Deed from any of the Securities or from the Derivative Assets ("Distributions") prior to the occurrence of an event of default (an "Event of Default") under the On-Lending Sterling Agreement between the Lender and the Company dated the # day of # 2001 or under any other document under which the Secured Liabilities arise but including Distributions on or after an Event of Default and including (without limitation) the benefit of any shareholder's agreement relating to the Securities.

7. An equitable charge over all estates or interests in any freehold and leasehold property (except the Property) now and at any time during the

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

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continuance of this security belonging to the Company("the equitably charged property") and/or the proceeds of sale thereof.

8. A specific charge over all plant, machinery, vehicles, computers and office and other equipment both present and future (excluding all stock in trade) of the Company and the full benefit of all warranties and maintenance contracts for any of the same.

9. A specific charge over all book debts and other debts (including without limitation rents) now and from time to time due or owing to the Company.

10. A specific charge over the Company's goodwill and the benefit of any licences and all patents, patent applications, inventions, trade-marks, trade names, registered designs, copyrights, know-how and any other intellectual property rights now or in future vested in the Company.

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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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. 01310093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd JULY 2001 AND CREATED BY JVCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTH BRITISH HOUSING LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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