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COMPANIES FORM No. 395

MC 00400041

Particulars of a mortgage or charge

395

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

CHFP025

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

181

01382893

Name of company

* BRIXHAM YACHT HARBOUR LIMITED (the "Company")

Date of creation of the charge

11th March 2004

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

5

A debenture dated 11th March 2004 (the "Debenture") and made between Yattendon Investment Trust plc ("YIT"), the Company and certain other of YIT's subsidiaries and Lloyds TSB Bank plc: Capital Markets as trustee and agent for the Secured Parties (the "Agent").

Amount secured by the mortgage or charge

Please see Rider 1

T
+
10

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

Lloyds TSB Bank plc: Capital Markets of 25 Gresham Street, London as trustee and agent for the Secured Parties

Postcode EC2V 7HN

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD
PAA/102826.00139

20964565.01

Time critical reference

For official Use
Mortgage Section

Post room

m



LD4
COMPANIES HOUSE

LCC0AT02

0278
26/03/04

Please return via

CH London Counter

Short particulars of all the property mortgaged or charged

Please see Rider 2

Please do not
write in
this margin

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

01
+
95

Particulars as to commission allowance or discount (note 3)

None

Signed

CMS Cameron McKenna

Date

26th

March 2004

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 CF14 3UZ

Company: BRIXHAM YACHT HARBOUR LIMITED

Company No: 01382893

Rider 1

Amount secured by mortgage or charge

All present and future indebtedness, monies, obligations and liabilities of each Borrower, each Chargor and/or any other member of the Restricted Group to the Secured Parties under the Debenture and each of the Secured Documents in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or surety together with the Secured Parties' charges and commission, interest and Expenses (the "**Secured Liabilities**").

Company: **BRIXHAM YACHT HARBOUR LIMITED**

Company No: **01382893**

Rider 2

Short particulars of all property mortgaged or charged

1. Creation of Fixed Security

1.1 The Company, as security for the payment, discharge and performance of all the Secured Liabilities, charged to the Agent:

1.1.1 **Scheduled Property** - by way of a first legal mortgage the freehold and leasehold property specified in Schedule 1 (*Real Property*) to this Form M395 (if any);

1.1.2 **Unscheduled Property** - by way of first fixed charge all estates or interests in any other freehold or leasehold (other than any subject to an Exclusion unless and until the same is Satisfied) property both that owned at the date of the Debenture and thereafter;

1.1.3 by way of first fixed charge:

- (a) **Rental income** –to the extent not assigned pursuant to Clause 3.2 of the Debenture and referred to in Clause 1.2 below any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property;
- (b) **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade);
- (c) **Insurances** - to the extent not assigned pursuant to Clause 3.2 of the Debenture and referred to in Clause 1.2 below the benefit of its rights and interests in and in connection with all Insurances including all claims, the proceeds of all claims and returns of premium;
- (d) **Licences on land** - all licences both present and future held by it to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which it is or may become a party or be otherwise entitled;
- (e) **Rights as Tenant** - where any such Mortgaged Property is leasehold, any right or interest existing at the date of the Debenture or arising thereafter and conferred upon it by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold

Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;

- (f) **Book Debts** - all of its book debts existing at the date of the Debenture or thereafter (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (g) **Other Debts** - all of its other debts or monetary claims, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (h) **Bank Accounts and Deposits** – (other than, in respect of Hythe Marina Village Limited, any monies standing to the credit of its bank account with Standard Life Bank Limited opened prior to the date of the Debenture (the “**Standard Life Bank Account**”)) all money from time to time deposited with or standing to the credit of any bank account of the Company with any person (including the Agent), or in which the Company is interested, including any rent deposit given to secure liabilities of or to the Company in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (i) **Securities** - means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by the Company including those listed in Schedule 2 (*Securities*) to this Form M395 (if any) and including in relation to such securities all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of such securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise and all property and rights of the Company in respect of any account held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;
- (j) **Uncalled Capital** - its uncalled capital existing at the date of the Debenture or thereafter;
- (k) **Goodwill** - its goodwill existing at the date of the Debenture or thereafter;
- (l) **Intellectual Property** - its Intellectual Property;
- (m) **Other I.P. Rights** - its Other I.P. Rights;
- (n) **Licences etc.** - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of

any other Security Asset and the right to recover and receive all compensation which may be payable to it in respect of them;

- (o) **Credit Agreements** - the benefit of any agreements entered into by or of which it has the benefit under which credit is provided to any person of any amount;
- (p) **Contracts** - the benefit of:

- (i) any Hedging Agreement to the extent not assigned pursuant to Clause 3.2 of the Debenture and referred to in Clause 1.2 below;
- (ii) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any of the Secured Parties or any other person;
- (iii) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
- (iv) all of the contracts for the supply of goods and/or services by or to it or of which it has the benefit, including any contracts of hire or lease of chattels,

including, but not limited to:

- (A) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from them;
- (B) all remedies provided for in them or available at law or in equity;
- (C) its right to compel performance of them; and
- (D) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from them.

1.2 The Company, as security for the payment, discharge and performance of all the Secured Liabilities, assigned to the Agent:

- 1.2.1 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property;
- 1.2.2 all its rights under any Hedging Agreement; and
- 1.2.3 all its rights under any Insurances of all or any part of the Mortgaged Property.

1.3 A reference in the Debenture to a charge, assignment or mortgage of any asset includes:

- 1.3.1 the proceeds of sale of any part of that asset;
- 1.3.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that asset or any moneys paid or payable in respect of those covenants; and
- 1.3.3 in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings) on the Mortgaged Property.

2. Floating Charge

Creation of Floating Charge

- 2.1 The Company as security for the payment, discharge and performance of all of the Secured Liabilities, charged in favour of the Agent by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Company and the property, assets and rights not otherwise effectively mortgaged, charged or assigned (other than, in respect of Hythe Marina Village Limited, any monies standing to the credit of its Standard Life Bank Account) by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment in Clause 3 of the Debenture and referred to in Clause 1 (*Fixed Security*) above.

Conversion

- 2.2 The Agent may by notice in writing to any Chargor convert the floating charge created by the Debenture into a fixed charge as regards all or any of the assets specified in the notice at any time after the occurrence of an Event of Default and while the same is continuing or to protect or preserve such assets or the Security Assets.

Qualifying Floating Charge

- 2.3 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture.

NOTES

- A. The Debenture contains the following covenants:

1. Negative Pledge

The Company shall not:

- 1.1 create or permit to subsist any Security on any Security Asset other than one expressly permitted by the Facilities Agreement or with the prior written consent of the Agent; or
- 1.2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Company at 11 March 2004) of any Security Asset which is subject only to the floating charge created by the Debenture or where expressly permitted by the Facilities Agreement; or

- 1.3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating Security over any Security Assets other than as expressly permitted by the Facilities Agreement.

2. **Further Assurance**

A covenant for further assurance.

B. **Definitions**

In this Form M395:

"Accession Letter": means a document substantially in the form set out in Schedule 6 of the Facilities Agreement (*Form of Accession Letter*).

"Additional Borrower": means a company which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"Additional Guarantor": means a company which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"Additional Obligor": means an Additional Borrower or an Additional Guarantor.

"Affiliate": means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Ancillary Document": means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility": means the working capital and other facilities and/or credit lines of up to £13,000,000 (including overdraft facilities of up to £7,500,000 (net)) to be provided by Lloyds TSB Bank plc to certain members of the Restricted Group pursuant to (1) a letter dated 18 August 2003 (as amended on or about the date of the Debenture) and any amendment, variation, replacement, renewal or restatement thereof and (2) any agreed terms and conditions for such facilities and/or credit lines as may be agreed between the relevant parties from time to time and the working capital and other facilities and/or credit lines up to £16,000,000 (including overdraft facilities of up to £7,000,000 (net)) to be provided by Barclays Bank PLC and/or Barclaycard Merchant Services (a division of Barclays Bank PLC) to certain members of the Restricted Group pursuant to (1) a letter dated 11 March 2004 and any amendment, variation, replacement, renewal or restatement thereof and (2) any agreed terms and conditions for such facilities and/or credit lines as may be agreed between the relevant parties from time to time.

"Ancillary Lender": means each of Barclays Bank PLC, Barclaycard Merchant Services (a division of Barclays Bank PLC) and Lloyds TSB Bank plc.

"Arranger": means Barclays Capital and Lloyds TSB Bank plc: Capital Markets as joint mandated lead arrangers.

"Borrower": any member of the Group which makes a utilisation under the Facilities Agreement.

“Chargors”: means each of the companies listed in schedule 3 to this form M395 and any other member of the Group which becomes a party to the Debenture by acceding thereto.

“Event of Default”: means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement.

“Excluded Subsidiaries”: means Westminster Management Corporation and any subsidiary undertaking of Westminster Management Corporation.

“Exclusion”: means a legal, valid and binding restriction on the creation of Security over an asset existing as at 11th March 2004 without the consent of a third party (other than any member of the Group), breach of which would materially impair or destroy property or other rights of any obligor in relation to or in connection with such asset.

“Expenses”: means all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or incurred by the Agent or any Receiver at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Debenture or in protecting, preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture (including any payments made on any Chargor’s behalf under any terms of the Debenture) or otherwise with interest from the date they are incurred provided that expenses incurred by the Agent other than in connection with protecting, preserving, defending or enforcing the security created by the Debenture shall be properly incurred and reasonable in amount.

“Facilities Agreement”: the facilities agreement dated 11th March 2004 made between, inter alia, YIT as Original Borrower, YIT and its subsidiaries listed in Part 1 of Schedule 2 thereof as Original Guarantors, the Arrangers, the Original Lenders, the Agent and the Issuing Bank.

“Fee Letter”: means any letter or letters dated on or about 11th March 2004 between the Arranger and YIT (or the Agent and YIT or the Issuing Bank and the Company) setting out any of the fees referred to in Clause 12 (*Fees*) or Clause 6 (*Letters of Credit*) of the Facilities Agreement.

“Finance Document”: means the Facilities Agreement, the Security Documents, the Intercreditor Agreement, any Hedging Agreement, the Hedging Letter, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Agent and YIT.

“Finance Party”: means the Agent, the Arranger, a Hedge Counterparty, the Issuing Bank or a Lender.

“Group”: means YIT and its subsidiaries from time to time and **“member of the Group”** shall be construed accordingly.

“Hedge Counterparty”: means a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

“Hedging Agreement”: means any master agreement, confirmation, schedule or other agreement entered into by YIT or any other Obligor and a Hedge Counterparty for the

purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter.

“Hedging Letter”: means a letter between the Agent and YIT in the agreed form dated on or about 11th March 2004 describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers under the Facilities Agreement.

“Holding Company”: means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

“Insurances”: means all or any of the contracts and policies of insurance or assurance including (without limitation) life policies or the proceeds thereof together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy or under any new policy effected after 11th March 2004 taken out by the Company or (to the extent of its interest) in which the Company has an interest.

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing now or at any time during the continuance of the security;
- (b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences;
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights;
- (d) all physical material owned by the Company in which the intellectual property might be incorporated.

“Intercreditor Agreement”: means the intercreditor agreement dated 11th March 2004 and made between YIT, the Chargors, the Agent, the Original Lenders, the Ancillary Lenders, the Issuing Bank and the Hedge Counterparties.

“Issuing Bank”: Lloyds TSB Bank plc in its capacity as issuing bank under the Facilities Agreement.

“Lender”: means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

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

“Obligor”: means a Borrower, a Guarantor and Yattendon Estates Limited provided that it has either (i) become an Additional Obligor or (ii) it has not been released from the omnibus guarantee set off agreement referred to in Clause 22.23.1 (*No Guarantees or*

indemnities) of the Facilities Agreement or the legal mortgage referred to in Clause 22.6.6 (*Negative pledge*) of the Facilities Agreement.

“Other I.P. Rights”: means all know-how, confidential information and trade secrets.

“Original Borrower”: means YIT.

“Original Guarantors”: means the Chargors.

“Original Lender”: means each of Barclays Capital and Lloyds TSB Bank plc.

“Original Obligor”: means the Original Borrower or an Original Guarantor.

“Party”: means a party to the Facilities Agreement.

“Premises”: means all buildings and erections on or forming part of the Mortgaged Property.

“Receiver”: means a receiver, receiver and manager or administrative receiver appointed under the Debenture.

“Resignation Letter”: means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facilities Agreement.

“Restricted Group”: means the Group excluding the Excluded Subsidiaries and **“member of the Restricted Group”** shall be construed accordingly.

“Satisfied”: means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of such Exclusion as a result of the granting of consent by all relevant third parties.

“Secured Documents”: means the Finance Documents and the Ancillary Documents.

“Secured Parties”: means the Finance Parties and the Ancillary Lenders.

“Security”: means any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Agent, similar to conferring security.

“Security Assets”: means all assets of the Company which are the subject of any security created by the Debenture and including, for the avoidance of doubt, any asset subject to an Exclusion.

“Security Documents”: means:

- (a) the Debenture;
- (b) the Subordination Agreement; and
- (c) any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

“Standard Life Bank Account”: has the meaning given in Clause 3.1(b) (*Creation of Fixed Security*) of the Debenture.

“Sterling” or **“£”**: means the lawful currency for the time being of the United Kingdom.

“Subordination Agreement”: means the subordination agreement dated 11th March 2004 and made between the Chargors, the trustees of the Accumulation and Maintenance Funds of Lord Hiffe’s Settlement dated 1 April 1969 and the Agent.

“Subsidiary”: means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Schedule 1

Real Property

Registered Land

Premises at:	County/District	Registered at HM Land Registry under Title No:	Name of Relevant Chargor
69 – 72 High Street, Burton upon Trent, Staffordshire	Staffordshire	SF380699	Staffordshire Newspapers Limited
38, 39 & 40 High Street, Cradley Heath, Warley	West Midlands	WM726689	Staffordshire Newspapers Limited
Land and Buildings at Winship Road, Milton	Cambridgeshire	CB88490	Cambridge Newspapers Limited
Land on the East side of Winship Road, Milton	Cambridgeshire	CB114051	Cambridge Newspapers Limited
Land on the North side of Winship Road, Milton	Cambridgeshire	CB124831	Cambridge Newspapers Limited
Land to the South of Ware Road, Hertford	Hertfordshire	HD408734	Herts & Essex Newspapers Limited
305 Lythalls Lane, Holbrooks	West Midlands	WM757883	Yattendon Investment Trust plc
307 Lythalls Lane, Holbrooks	West Midlands	WM793966	Yattendon Investment Trust plc
13A Sunningdale Avenue, Holbrooks	West Midlands	WM459918	Yattendon Investment Trust plc
Land and Buildings lying to the South of Lythalls Lane, Holbrooks	West Midlands	WK181164	Hartridge Investments Limited
Leasehold land known as Bray Marina, Monkey Island Lane, Bray, Windsor and Maidenhead	Windsor & Maidenhead	BK113509	Marina Developments Limited
Leasehold land known as Commercial Units Block 2, Brixham Marina Village, Brixham	Devon/Torbay	DN298922	Brixham Yacht Harbour Limited
Leasehold land known as Commercial Units Block 2, Brixham Marine Village, Brixham	Devon/Torbay	DN321543	Brixham Yacht Harbour Limited

Freehold land to the West of Berry Head Road, Brixham	Devon/Torbay	DN340648	MDL Developments Limited
Leasehold land known as Brixham Marina, Brixham	Devon/Torbay	DN340649	Marina Developments Limited
Freehold land at Holes Bay, Hamworthy, Poole	Poole	DT163560	Marina Developments Limited
Freehold land on East side of Creekmoor Lane, Holes Bay	Poole	DT169556	Marina Developments Limited
Leasehold Foreshore at Upton Lake, Holes Bay, Poole Harbour	Poole	DT233188	Marina Developments Limited
Freehold land on East and West of a road leading from Mill Point to Galmpton	Devon/South Hams	DN254218	MDL Developments Limited
Freehold land at Galmpton	Devon/Torbay	DN324607	MDL Developments Limited
Freehold land known as Bartside Quay, Galmpton Creek	Devon/South Hams	DN379073	MDL Development Limited
Freehold land known as Hamble Point Marina, School Lane, Hamble	Hampshire/ Eastleigh	HP148565	Marina Developments Limited
Leasehold land known as Hythe Marina Village, West Street, Hythe	Hampshire/New Forest	HP273035	Hythe Marina Limited
Leasehold land known as Hythe Marina Village, West Street, Hythe	Weymouth	HP273036	Hythe Marina Village Limited
Freehold land known as Mercury Yacht Harbour, Hamble	Weymouth	HP193917	Marina Developments Limited
Leasehold land which is the Foreshore and Bed of River Hamble, Mercury Yacht Harbour, Borseldon	Weymouth	HP406640	Marina Developments Limited
Freehold land known as Northney Marina, Hayling Island	Portsmouth	HP22923	Marina Developments Limited
Leasehold land known as Ocean Village, Eastern Docks	Weymouth	HP323427	Marina Developments Limited

Leasehold land known as Ocean Village Marina, Channel Way, Southampton	Weymouth	HP330862	Marina Developments Limited
Leasehold land known as Ocean Village, Southampton	Weymouth	HP412661	Marina Developments Limited
Freehold land known as Ocean Village, Southampton	Weymouth	HP597362	Marina Developments Limited
Freehold land known as Penlee Quarry, Newlyn, Penzance	Plymouth	CL192044	Marina Developments Limited
Freehold land known as Penton Hook Marina, Staines Lane, Chertsey	Durham (Boldon House)	SY685390	Penton Hook Holdings Limited
Freehold land known as Port Hamble Yacht Haven, Hamble	Weymouth	HP35960	Marina Developments Limited
Leasehold land known as the bed of part of the River Hamble, Hamble	Weymouth	HP399491	Marina Developments Limited
Leasehold land known as The Pavilion, Vaughan Road, Torquay	Devon/Torbay	DN188546	Marina Developments Limited
Freehold land known as Woolverstone Marina, Woolverstone	Suffolk/Babergh	SK159892	Marina Developments Limited
Freehold land known as Windsor Marina, Maidenhead Road, Windsor	Windsor and Maidenhead	BK144882	Marina Developments Limited
Freehold land known as Woolverstone Marina, Woolverstone	Suffolk/Babergh	SK159893	Marina Developments Limited
Freehold land known as Building 17, Shamrock Quay, William Street, Northam	Southampton	HP182609	Penton Hook Holdings Limited
Leasehold land which is Part of the bed of River Itchen situate at Shamrock Quay, Southampton	Southampton	HP474868	MDL Estates Limited
Leasehold land known as The Marina and land and buildings on South side of Vaughan Road, Torquay	Devon/Torbay	DN233714	Marina Developments Limited

Freehold land known as Queen Anne's Yard, Queen Anne's Place, Cattedown	City of Plymouth	DN59623	Dean & Dyball (Plymouth) Limited
Freehold land and buildings South of Teats Hill Road, Cattedown	City of Plymouth	DN37144	Dean & Dyball (Plymouth) Limited
Freehold land and buildings on the North side of Lower York Street, Southampton	Weymouth	HP113939	Marina Developments Limited
Leasehold land on the North side of Lower York Street, Northam	Weymouth	HP116580	Marina Developments Limited
Freehold land that is part of a shipyard lying to the South East of William Street, Northam	Weymouth	HP145045	MDL Estates Limited
Freehold land lying to the North East of Lower York Street, Northam	Weymouth	HP247307	Marina Developments Limited
Leasehold land known as part of the Foreshore and bed of River Itchen at Northam	Weymouth	HP501691	Marina Developments Limited

Unregistered Land

Premises at:

- (i) 27 Market Place, Ely, Cambridgeshire as more particularly described in a conveyance dated 11.8.1954 between (1) Miss B M Allen and (2) Cambridge Daily News (1929) Limited owned by Cambridge Newspapers Limited
- (ii) 4 and 6 Queen Street, Haverhill, Suffolk as is more particularly described in a conveyance dated 4.8.1969 between (1) A Backler and S N Flack and (2) Cambridge Newspapers Limited owned by Cambridge Newspapers Limited
- (iii) 3 Melbourn Street, Royston, Hertfordshire as is more particularly described in a conveyance dated 8.7.1969 between (1) Finlay Company Limited and (2) Cambridge Newspapers Limited owned by Cambridge Newspapers Limited
- (iv) Land at Kings Grove, Barton, Cambridgeshire as is more particularly described in a conveyance dated 23.6.1960 between (1) Peploe & Partners Limited and (2) Cambridge Daily News (1929) Limited owned by Cambridge Newspapers Limited
- (v) Greyfriars House, Greyfriars Lane, Coventry as is more particularly described in a conveyance dated 26.3.1981 between (1) Coventry Newspapers Limited and (2) Yattendon Investment Trust Limited owned by Yattendon Investment Trust plc
- (vi) 65 – 68 High Street, Burton upon Trent, Staffordshire owned by Staffordshire Newspapers Limited
- (vii) 6 Market Place, Ashbourne, Derbyshire owned by Staffordshire Newspapers Limited
- (viii) Small House at Porthmadog, Wales owned by Yattendon Investment Trust plc
- (ix) Foreshore of River Hamble at Hamble, Southampton as is more particularly described in a lease dated 5th February 1992 between (1) The Queen's Most Excellent Majesty, (2) The Crown Estate and (3) Hamble Point Marina Limited owned by Marina Developments Limited
- (x) Foreshore and bed of the River Test at Hythe, more particularly described in a conveyance dated 18th October 1993 between (1) The Queen's Most Excellent Majesty, (2) The Crown Estate Commissioners and (3) Hythe Marina Limited owned by Hythe Marina Limited.

Schedule 2

Securities

Name of legal owner	Description of Securities
Yattendon Investment Trust plc	The entire issued share capital of Iliffe News and Media Limited
Yattendon Investment Trust plc	The entire issued share capital of Yattendon Holdings plc
Yattendon Investment Trust plc	The entire issued share capital of Yattendon Estates Limited
Yattendon Investment Trust plc	The entire issued share capital of MDL Management plc
Yattendon Investment Trust plc	The entire issued share capital of Hartridge Investments Limited
Iliffe News and Media Limited	The entire issued share capital of Cambridge Newspapers Limited
Iliffe News and Media Limited	The entire issued share capital of Herts & Essex Newspapers Limited
Iliffe News and Media Limited	The entire issued share capital of Staffordshire Newspapers Limited
Iliffe News and Media Limited	525,700 "A" Ordinary shares of Channel Television Holdings Limited (75.1%) in the capital of Channel Television Holdings Limited
Hartridge Investments Limited	The entire issued share capital of HIL Limited
MDL Management plc	The entire issued share capital of Marina Developments Limited
MDL Management plc	The entire issued share capital of Lockset Limited
MDL Management plc	The entire issued share capital of Livemine Limited
MDL Management plc	Brixham Yacht Harbours Limited
MDL Management plc	1 Ordinary share of £1.00 and 1,000,000 Preference shares of £1.00 each in the capital of MDL Developments Limited

MDL Management plc	The entire issued share capital of Penton Hook Holdings Limited
Marina Developments Limited	The entire issued share capital of Dean & Dyball (Plymouth) Limited
Lockset Limited	14,999 Ordinary shares of £1.00 each and 9,000 Ordinary "A" shares of £1.00 each in the capital of MDL Developments Limited
MDL Developments Limited	The entire issued share capital of Hythe Marina Village Limited
MDL Developments Limited	100 Ordinary shares of £1.00 each in the capital of MDL Estates Limited
Livemine Limited	10,100 Ordinary shares of £1.00 each in the capital of MDL Estates Limited
MDL Estates Limited	The entire issued share capital of Hythe Marina Limited
MDL Estates	1 Ordinary share of £1.00 of Ocean Village Marina Management Company Limited

Schedule 3

Chargors

Name of Chargor	Registration number (or equivalent, if any)
Brixham Yacht Harbour Limited	01382893
Cambridge Newspapers Limited	00240968
Dean & Dyball (Plymouth) Limited	01655723
Hartridge Investments Limited	01852002
Herts & Essex Newspapers Limited	00940896
HIL Limited	00475198
Hythe Marina Limited	01807737
Hythe Marina Village Limited	01561726
Iliffe News and Media Limited	00685748
Livemine Limited	02375534
Lockset Limited	02375533
Marina Developments Limited	01056715
MDL Developments Limited	01556329
MDL Estates Limited	01469051
MDL Management Plc	01949111
Penton Hook Holdings Limited	00231936
Staffordshire Newspapers Limited	00142592
Yattendon Holdings plc	01852003
Yattendon Investment Trust plc	00288238

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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. 01382893

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th MARCH 2004 AND CREATED BY BRIXHAM YACHT HARBOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH BORROWER, EACH CHARGOR AND/OR ANY OTHER MEMBER OF THE RESTRICTED GROUP TO THE SECURED PARTIES 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 MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MARCH 2004.

Ver



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES