

Particulars of a mortgage or charge

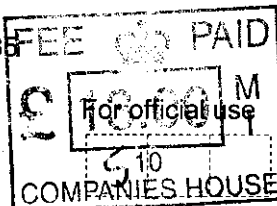
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

Name of company

WESTMOUNT LONDON LIMITED



Company number

02601874

Date of creation of the charge

6 APRIL 2006

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

Deed of Assignment

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by Topland Group Holdings Limited and any company from time to time which is a holding company or subsidiary of Topland Group Holdings Limited and any subsidiary undertaking or associate of any such company from time to time which has an obligation to any Lender in relation to the Indebtedness ("Group Member") to Norwich Union Mortgage Finance Limited ("Trustee"), Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member ("Lender") or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties, including, without limitation, interest, legal and other costs, charges and expenses ("Indebtedness").

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

Norwich Union Mortgage Finance Ltd

Sentinel House, 37 Surrey Street
Norwich, Norfolk

Postcode NR1 3UY

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

Norwich Union Mortgage Finance Limited
DX 84904
Norwich 3
MFL/CML/353863/Topland

For official use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

41
21/04/2006

Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of security all the rights, titles, benefits and interests, whether present or future, of the Company to all moneys from time to time due, owing or incurred to the Company under the Leases in respect of See Continuation Sheet ("the Lease") other than sums receivable by the Company by way of insurance contributions service charge, payments to sinking funds or any VAT payable thereon ("Rents") including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the forgoing are assigned to the Trustee (the "Assigned Rights").
2. By Clause 3(a) of the Assignment it is provided that the Company shall if the Trustee so requires ensure that the Rents are paid direct from the Lessee into a designated account (the "Collection Account") or otherwise as directed by the Trustee from time to time and execute a charge over the Collection Account.
3. By Clause 3(d) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent create or permit to exist any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security (other than in favour of the Trustee as security for the Indebtedness) ("Encumbrance") on or against any or all of the Assigned Rights and/or any of the property assets or undertaking of the Company whatsoever or wheresoever situated.
4. By Clause 3(e) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property or assets nor incur any liabilities or obligations so to do (whether actual or contingent) to any person.
5. By Clause 3(f) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or Encumbrance whatsoever to occur in connection with the Lessee's rights or obligations under the Lease.

Please do not
write in
this margin

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

*A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

** Delete as
appropriate*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 20 April 2006

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

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will, be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No.398 is submitted.
2. A description of the instrument, e.g. "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:-

WESTMOUNT LONDON LIMITED

	Homebase, Vange Road, Basildon, Essex	EX422806	Freehold
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02601874

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 6th APRIL 2006 AND CREATED BY WESTMOUNT LONDON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM TOPLAND GROUP HOLDINGS LIMITED TO NORWICH UNION MORTGAGE FINANCE LTD 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 21st APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2006.

Dx Dm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES