

COMPANIES FORM No. 395

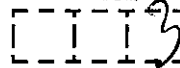
Particulars of a mortgage or charge

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)

For official use Company number



02996836

Name of company

* Brookset Limited (the **Chargor**)

Date of creation of the charge

12 March 2003

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

A debenture (the **Debenture**) given by the **Chargor** to TFB (Mortgages) Limited (the **Bank**)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Aldersgate Investments Limited (the **Company**) to the Bank under or pursuant to the Finance Documents (the **Secured Obligations**)

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

TFB (Mortgages) Limited
Commerzbank House IFSC, Guild Street,
Dublin 1, Eire

Postcode

Please return

via

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

Anton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

EF/LKCS/45216.00007

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0185
19/09/03

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CHFP025

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write in
this margin

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

*insert full name
of Company

561239/30
395

Short particulars of all the property mortgaged or charged

- (a) by way of legal mortgage all estates or interests in the Legally Mortgaged Property;
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;
- (d) by way of fixed charge all Debts;
- (e) by way of fixed charge all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any bank accounts and all moneys now or at any time hereafter standing to the credit thereof, together with all rights relating or attaching thereto (including the right to interest);
- (f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:
- (i) any Subsidiary; and
- (ii) any other body corporate;
- and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- Continued on Continuation Sheet 1

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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 Jenton Wndc SapR

Date 12.03.2003.

On behalf of [XXXXXX] [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

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Particulars of a mortgage or charge (continued)

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write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

02996836

Name of Company

Brookset Limited (the **Chargor**)

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;
- (i) by way of security assignment all its rights, title and interest now or in the future in:
 - (i) all rent and income to which the Chargor is entitled to receive in respect of the Legally Mortgaged Property or any other property or any other property belonging to or charged to the Chargor;
 - (ii) all agreements, contracts and policies of insurance now or in the future relating to the Charged Property together with all monies payable to the Chargor under each such agreement, contract or policy;
 - (iii) all payments, repayments and refunds of VAT due or owing by HM Customs & Excise to the Chargor;
- (j) by way of floating charge all the Chargor's undertaking, property, assets and rights, present and future, of whatever nature and wherever situated (other than any effectively charged or mortgaged by way of fixed charge or assigned by way of security assignment under the Debenture).

Note of Negative Pledge:

Without the prior written consent of the Bank the Chargor shall not nor shall it agree or purport to:

- (a) create or permit to subsist any Security Interest over any of the Charged Property whether in any such case ranking in priority to or pari passu with or after the security created by this Debenture other than as permitted under the Facility Letter; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Letter.

Definitions

Debts means all book debts and other debts now and from time to time owing to the Chargor and all moneys which the Chargor receives in respect thereof.

Facility Letter means a facility letter entered into between the Bank and the Company dated 4 December 2002.

Finance Documents means the Facility Letter and the Debenture and any other agreement or document conferring security for the obligations of the Company to the Bank from time to time and any notice, certificate or document executed or delivered pursuant thereto or in connection therewith.

Legally Mortgaged Property means the properties described in Schedule 1, the proceeds of sale thereof and all buildings and trade or other fixtures on any such property belonging to or charged to the Chargor.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or other agreement or arrangement having the effect of conferring security.

Subsidiary means any subsidiary within the meaning of section 736 of the Companies Act 1985.

Schedule 1

Property Description

Title Number

5 Mount Street, London

NGL340191

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02996836

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th MARCH 2003 AND CREATED BY BROOKSET LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM ALDERSGATE INVESTMENTS LIMITED TO TFB (MORTGAGES) LIMITED 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 19th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

*LC
Ran*