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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering

To the Registrar of Companies

For official use

Company number

03423317

Name of company

*
TUFTON DEVELOPMENTS LIMITED

Date of creation of the charge

14TH APRIL 1999

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

Debenture incorporating Legal Charge

Amount secured by the mortgage or charge

All moneys and all obligations whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company, together with interest to date of payment, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in this Debenture ("the Charged Property") on a full indemnity basis.

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

The Governor and Company of the Bank of Ireland

36 Queen Street

London

Postcode

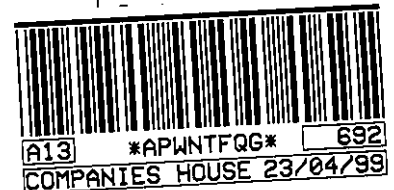
EC4R 1HJ

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

Bower Cotton

36 Whitefriars Street
LONDON EC4Y 8BH

Ref: 13/619931

For official use
Mortgage section

Time critical reference

Short particulars of the property mortgaged or charged

Firstly - All the freehold or leasehold property and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.

(See continuation sheet)

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)

Signed

Bower Cotton

Date 20 April 1999

On behalf of The Mortgagee

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.

COMPANIES FORM No. 395 (Cont.)
Particulars of a mortgage or charge
(continued)

Please do not
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Continuation sheet no.
to Form No. 395

Company number

03423317

Please complete
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Name of company

TUFTON DEVELOPMENTS LIMITED

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

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

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Particulars of all the property mortgaged or charged (cont)

Secondly - All future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.

Thirdly - All present and future goodwill and connection of all businesses carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company.

Fourthly - All book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay or sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any kind or description at any time owned or held by the Company.

Fifthly - All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights of and incidental thereto including all dividends interest and other distributions and all accretions benefits and advantages.

Sixthly - All the right, title and interest of the Company to and in any proceeds of any present or future insurances.

Seventhly - The undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.

The charge created shall as regards the property firstly, secondly, thirdly, fourthly, fifthly and sixthly described be a first fixed charge (and as regards all those parts of the property firstly and secondly described now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property seventhly described and to the extent any property assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described herein ranking either in priority to or pari passu with the charge hereby created or which will rank after the charge contained in the Debenture.

[Restrictions upon the Company granting any further charge over the Property without the consent in writing of the Bank]

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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. 03423317

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th APRIL 1999 AND CREATED BY TUFTON DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd APRIL 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 1999.

A handwritten signature in ink, appearing to be a stylized 'L' or 'G'.



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES