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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

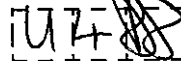
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Pursuant to section 395 of the Companies Act 1985

LB/£20/076546.
x2Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number



3600008

Name of company

* PEABODY UNITE (ONE) LIMITED

* insert full name
of company

Date of creation of the charge

14 JUNE 1999

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

DEBENTURE

Amount secured by the charge

All money and liabilities as they become due whether certain or contingent (including further advances made hereafter by the Lender and secured directly or indirectly by this Debenture) which now are or at any time hereafter may be due owing or incurred by the Company to the Lender or for which the Company may be or become liable to the Lender on any current or other account or in any manner whatever (and whether alone or jointly with any other person in whatever style or name and whether as principal or surety) together with interest to the date of payment at such rate as may from time to time have been agreed between the Lender and the Company and any reasonable legal and other proper costs charges and expenses incurred by the Lender in relation to this Debenture or in enforcing the security hereby created on a full and unqualified indemnity basis.

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

The Governors of the Peabody Trust, a registered charity (Charity No. 206061), the principal place of business of which is at 45 Westminster

Bridge Road, London

Postcode

SE1 7JB

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

Beachcroft Wansbroughs
10-22 Victoria Street
Bristol BS99 7UD

Ref: ADS

Time critical reference

For Official Use
Mortgage Section

Post Room



Short particulars of all the property charged

Firstly, the freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (the freehold (title number EX 50058) and leasehold (title number EGL 352886) of the property known as Telephone House 4-20 (even), Woodgrange Road, Forest Gate, London E7) specified in the Schedule hereto and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendor's liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future;

Secondly, all books debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) securities guarantees negotiable instruments legal and equitable charges reservation of proprietary interests rights of tracing and unpaid vendors' liens and similar and associated rights and the benefit of all contracts to which the Company is a party (including policies of insurance) and all rights relating thereto including (without prejudice to the generality of the foregoing) all securities bonds guarantees and indemnities;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

28.6.99

BEACHCROFT WANSBROUGHS

On behalf of [company] [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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

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

Company number

3600008

Please complete
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Name of company

PEABODY UNITE (ONE)

Limited*

* delete if
inappropriate

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

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

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

Thirdly, all other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise to or which may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in Clause 3.1.2 of the Debenture and all copyrights patents trademarks inventions design rights know-how and other intellectual property rights and the benefit of any pending applications for the same and all benefits derived therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom now or at any time hereafter belonging to the Company;

- (ii) all stocks shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which now is or may hereafter become a subsidiary of the Company;
- (iii) the full benefit of all stocks shares and securities which or the certificates of which are now or may at any time hereafter be lodged with the Lender or held by the Lender or its agents or transferred to or registered in the name of the Lender or its agents or their respective nominees;
- (iv) all rights in respect of or incidental to the Charged Property described in Clause 3.1.4 and 3.1.5 of the Debenture;
- (v) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith;
- (vi) the goodwill and uncalled capital of the Company both present and future; and
- (vii) the undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property described in Clause 3.1.1 to 3.1.8 inclusive (if and insofar

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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

Company number

3600008

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Name of company

PEABODY UNITE (ONE)

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

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

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

as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges).

Fourthly, the charges hereby created shall as regards the Charged Property described in Clause 3.1.1, Clauses 3.1.4 to 3.1.8 inclusive in the Debenture be fixed first charges (and as regards all those parts of the Charged Property described in Clause 3.1.1 in the Debenture now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards all Charged Property described in Clauses 3.1.2 and 3.1.3 in the Debenture shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property described in Clause 3.1.9 in the Debenture shall be a floating charge.

Fifthly, the Company shall not without the consent in writing of the Lender:

- (i) sell assign discount factor charge or otherwise dispose of the Charged Property described in Clause 3.1.1, 3.1.2 and 3.1.3 or any part thereof save in accordance with Clause 10.1.4 of the Debenture hereof or deal with the same in any way otherwise than in accordance with the said Clause;
- (ii) create or allow to subsist any specific or other mortgage debenture charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property whether ranking in priority to, pari passu with, or subsequent to any charge hereby created;
- (iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property described in Clause 3.1.9 of the Debenture except by way of sale at full value in the usual course of business of the Company as carried on at the date hereof.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03600008

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th JUNE 1999 AND CREATED BY PEABODY UNITE (ONE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNORS OF THE PEABODY TRUST ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st JULY 1999.

A handwritten signature in black ink, consisting of a large loop and a trailing flourish.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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