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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)

Name of company

* Peabody Unite (One) Limited

Date of creation of the charge

7 February 2000

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

Debenture

Amount secured by the mortgage or charge

The Company charges with full title guarantee the Property details of which are set out in the Rider attached with payment of all money and liabilities and other sums intended to be secured by this instrument so that the mortgages and charges created shall be continuing securities.

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

The Governors of the Peabody Trust
45 Westminster Bridge Road
London

Postcode

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

Nabarro Nathanson
Lacon House
Theobald's Road
London WC1X 8RW
DX 77 London/Chancery

Ref: JG/GWS/P1792/15

Time critical reference

For official Use
Mortgage Section

Post room



A16
COMPANIES HOUSE

0345
17/02/00

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Please see Rider attached.

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 Nabarro Natharvan

Date 16/2/2000.

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

RIDER

1. the freehold and leasehold property of the Company both present and future and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendors' 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;
2. all book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including 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 all securities bonds guarantees and indemnities;
3. 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 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 such rights as are described in paragraph 2 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 deriving 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;
4. all stocks shares and other interests 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;
5. 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;

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6. all rights in respect of or incidental to the Charged Property;
7. 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;
8. the goodwill and uncalled capital of the Company both present and future; and
9. the undertaking and all property and assets of the Company both present and future including heritable property and all other property and assets in Scotland and the Property.

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 7th FEBRUARY 2000 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 17th FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2000.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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