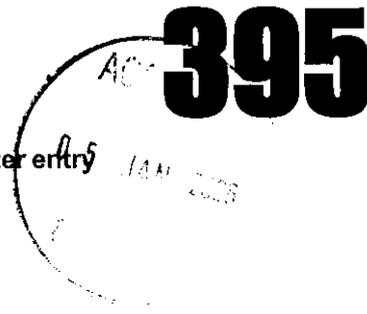


COMPANIES FORM No. 395

M

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.

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

3818324

Please complete legibly, preferably in black type, or bold

Name of company

Annington Rentals Limited (the "Chargor")

*Insert full name of company

Date of creation of the charge

22 December 2005

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

Deed of Debenture (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Obligors to the Lender (including, without limitation under the Finance Documents), except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (Secured Liabilities)

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

ROYAL BANK OF SCOTLAND PLC acting through its office at 135 Bishopsgate, London, EC2M 3UR (the "Lender")

Presentors name address and reference (if any):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: FOWLK/304919.1815

LON5/1465076

For official use

Mortgage Section

Post room



Time critical reference

the Deed and at anytime thereafter;

- (ii) all of its rights and benefits under each agreement relating to the acquisition of any Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, title indemnity policies, guarantees, warranties and other documents in existence at the date of the Deed and at anytime thereafter in relation to any Mortgaged Property;
- (iii) all plant and machinery belonging to it and its interest in any plant or machinery in its possession and in all Fixtures;
- (iv) all of its benefits, claims and returns of premiums in respect of the Insurances;
- (v) its rights under each appointment of a managing agent of any Mortgaged Property or any Premises;
- (vi) all moneys standing to the credit of any account (including the Collection Account, the Sales Proceeds Account, the Accrued Profit Account and any other Security Accounts and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
- (vii) its goodwill and its uncalled capital;
- (viii) its book and other debts (including, without limitation, debts arising under loan agreements in respect of loans made by the Chargor from time to time), both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it;
- (ix) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2.1(b)(viii) of the Deed;
- (x) its rights under any interest rate or rental income swap agreement entered into between the Chargor and the Lender including, without limitation any interest rate swap agreement to be entered into by the Chargor and the Lender;
- (xi) any of its beneficial interest, claim or entitlement in any pension fund;
- (xii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
- (xiii) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of any Mortgaged Property) and representations given or made by any building contractors, professional advisers or any other person in relation to any Mortgaged Property, including all rights and remedies available to it against such persons; and
- (xiv) its rights and benefits under any patents, trademarks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights.

(c) mortgaged and charged and agreed to mortgage and charge to the Lender all Charged Shares held by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and

(d) mortgaged and charged and agreed to mortgage and charge to the Lender all the Related Rights accruing to all or any of the Charged Shares held by it and/or nominee on its behalf, the same to be a security by way of a first mortgage or charge

PROVIDED THAT: (in respect of 1.1(c) and (d) above only)

(i) no dividends or other distributions may be paid unless in accordance with the terms of the Facility Agreement; and

(ii) no voting rights attaching to the relevant Charged Shares may be exercised by the Chargor without the prior written consent of the Lender.

1.2 Assignment

The Chargor, in the manner specified in Clause 2.1 of the Deed, assigned to the Lender by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to:

(a) each Agreement (and each and every claim and judgment arising therefrom);

(b) all Rental Income and any guarantee of any Rental Income contained in or relating to the Occupational Leases; and

(c) all its rights (if any) under the Insurances and any other insurances relating to the Mortgaged Properties to which the Chargor is entitled.

1.3 Title Guarantee

(a) Every disposition effected by the Deed is made with full title guarantee.

(b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2 Floating Charge

2.1 Creation

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in Clause 2.3 of the Deed charged in favour of the Lender by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage, fixed charge or assignment by way of security by Clause 2 of the Deed or by any Supplemental Legal Charge.

3 Negative Pledge

The Chargor shall not, save as otherwise permitted by the Facility Agreement:

(i) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than as created by a Permitted Security Interest or by operation of law or by this Deed; and

(ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset.

4 Further Assurances

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Lender or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset (including without limitation, the execution of any Supplemental Legal Charge); and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case the Lender may think expedient.

Definitions

In this form 395:

"Accrued Profit Account" has the meaning given to it in the Facility Agreement.

"Agreement" means each agreement more specifically defined in Schedule 3 of the Deed.

"Amendment Agreement" means the amendment agreement between Annington Rentals (Holdings) Limited as borrower, Annington Rentals (No 2) Limited, Annington Rentals (No 3) and Limited Annington Rentals (No. 4) Limited as guarantors and the Lender as lender.

"Charged Shares" means all shares specified in Schedule 2 of the Deed together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Chargor.

"Collection Account" has the meaning given to it in the Facility Agreement.

"Event of Default" has the meaning given to it in the Facility Agreement.

"Facility Agreement" means the facility agreement dated 13 September 2005 between the Annington Rentals (Holdings) Limited as borrower, the Chargor, Annington Rentals (No.3) Limited and Annington Rentals (No.4) Limited as guarantors and The Royal Bank of Scotland plc as lender as amended and restated pursuant to an Amendment Agreement dated 22 December 2005.

"Finance Document" has the meaning given to it in the Facility Agreement.

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on a Mortgaged Property.

"Insurances" means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest).

"Mortgaged Property" means each freehold and leasehold property (if any) (including the Premises) the subject of the security created by the Deed and any Supplemental Legal Charge (and **"Mortgaged Properties"** shall be construed accordingly).

"Obligor" has the meaning given to it in the Facility Agreement.

"Occupational Lease" has the meaning given to it in the Facility Agreement.

"Permitted Security Interest" means:

- (a) a Security interest arising under any Finance Document; or
- (b) any other Security Interest granted by the Chargor with the prior written consent of the Lender.

"Premises" has the meaning given to it in the Facility Agreement.

"Receiver" means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver (including, without limitation, an administrative receiver or an administrator), in either case, appointed under the Deed or pursuant to any statute.

"Related Rights" means, in relation to the Charged Shares, all dividends and other distributions paid or payable after today's date on all or any of the Charged Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Charged Shares or in substitution or exchange for any of the Charged Shares.

"Rental Income" has the meaning given to it in the Facility Agreement.

"Sales Proceeds Account" has the meaning given to it in the Facility Agreement.

"Security Account" means any account established or maintained in the name of the Chargor with the Lender.

"Security Assets" means all assets of the Chargor the subject of any security created by the Deed (and includes the Mortgaged Properties).

"Security Interest" has the meaning given to it in the Facility Agreement.

"Supplemental Legal Charge" is the supplemental legal charge dated 22 December 2005 between Annington Rentals (No. 2) Limited and the Lender.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03818324

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd DECEMBER 2005 AND CREATED BY ANNINGTON RENTALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF THE OBLIGORS TO THE ROYAL BANK OF SCOTLAND plc 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 5th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2006.

LIC DM



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —