

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

RBS/240/012752
395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use

Company number

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

Name of company

* Riverland Developments Limited (the "Company")

Date of creation of the charge

16 November 2001

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

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

All monies and liabilities (actual or contingent) which will for the time being (and whether on or at any time after demand) be due, owing or incurred in any manner whatsoever to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well as before any demand made or decree obtained under the Debenture,

(the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland ("BoS")
19/21 Spring Gardens
Manchester
M2 1FB

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

DLA
101 Barbirolli Square
Manchester
M2 3DL

Ref: CH.CB

Time critical reference

For official use
Mortgage Section

Post room



JMA
COMPANIES HOUSE

0127
30/11/01

Short particulars of all the property mortgaged or charged

All undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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)

Nil

Signed

DWA

Date 30.11.01

On behalf of ~~[company]~~ ~~[mortgagee/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.

RIVERLAND DEVELOPMENTS LIMITED

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

Charges

The Company charged to BoS as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:

1. by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title to the property is registered at HM. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
2. by way of fixed charge:
 - 2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2 all present and future interests of the Company in or over land or the proceeds of sale of land and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
 - 2.3 all the Company's goodwill and uncalled capital for the time being;
 - 2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
 - 2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - 2.6 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 2.4 above);
 - 2.7 all present and future plant and machinery and all other present and future chattels not otherwise charged by way of a fixed charge mentioned in any of paragraphs 1

to 2.8 inclusive (but excluding any chattels for the time being forming part of the Company's stock in trade or work in progress); and

- 2.8 all present and future bank accounts other than the Operating Account and the Structural Reserve Account, cash at bank and credit balances of the Company with any bank or other person whatsoever other than the Operating Account and the Structural Reserve Account and all rights relating or attaching to them (including the right to interest) other than in respect of the Operating Account and the Structural Reserve Account;
3. by way of floating charge all the Assets not effectively charged by way of a fixed charge mentioned in any of paragraphs 1 to 2.8 inclusive including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland within any of the types mentioned in paragraph 2 above but so that the Company is prohibited from creating any fixed security or mortgage or any floating charge over the Assets having priority over or ranking pari passu with the floating charge created by the Debenture (otherwise than in favour of **BoS**) and the Company will have no power without the consent of **BoS** to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge contained in sub-clause 3.1.3 of the Debenture into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from **BoS** automatically be converted with immediate effect into a fixed charge:

1. in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;
2. in respect of any Assets charged under the floating charge contained in sub-clause 3.1.3 of the Debenture if and when the Company shall cease to carry on business or to be a going concern; and
3. in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

but so that this provision shall not apply to any Assets in Scotland.

Restriction on charges and disposals

The Company will not without the previous written consent of **BoS**:

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Assets charged under the Debenture; or
2. dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
3. in any way dispose of the equity of redemption of any such Assets or any interest in any such Asset.

Control of monies received

The Company will pay into the Company's account with **BoS** (or as **BoS** may direct) all monies which it receives in respect of any policies of insurance or assurance, royalties, income or book or other debts or any other of the rights and claims charged to **BoS** under paragraphs 2 to 9 above inclusive and until such payment hold all monies so received upon trust for **BoS** and will not without the prior written consent of **BoS** charge, factor, discount, or assign any of the those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

Redemption or purchase of own shares and creation and issue of loan stock

The Company will not without the previous written consent of **BoS** redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock.

Third Party Rights

A person who is not party to the Debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Debenture. The clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Definitions:

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"Management Agreement" shall mean the management agreement between the Company and Edwardian dated 16 November 2001 (as amended, varied, supplemented, substituted or novated from time to time);

"Operating Account" shall mean an interest bearing account which shall be opened in the Company's name in a financial institution nominated by Edwardian Management Services Limited ("**Edwardian**") and approved in writing by the Company;

"Structural Reserve Account" shall mean an interest bearing account, in addition to the Operating Account, which shall be opened in the Company's name in a financial institution jointly approved in writing by the Company and Edwardian into which the amounts calculated pursuant to clause 7.2.2 of the Management Agreement are paid.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03905160

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th NOVEMBER 2001 AND CREATED BY RIVERLAND DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Jan