

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

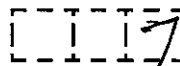
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



4265097

Name of company

* Sackville Property Invesmtments Limited (the "Chargor")

Date of creation of the charge

7 February 2003

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

Charge on Shares between the Chargor and the Bank dated 7 February 2003
(the "Charge")

Amount secured by the mortgage or charge

Please refer to schedule 1 attached

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

Halifax Plc
33 Old Broad Street
London (the "Bank")

Postcode EC2N 1HZ

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

Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

For official Use
Mortgage Section

Post room



A30
COMPANIES HOUSE

0421
14/02/03

Time critical reference
JME/BJW/HAL-57-4

Short particulars of all the property mortgaged or charged

Please refer to schedule 2 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)

None

Signed Taylor Welling

Date 13/02/03

On behalf of ~~XXXXXX~~ [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

Schedule 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Bank under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity (the "**Secured Liabilities**").

Schedule 2

Short particulars of the property mortgaged or charged

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charged to the Bank by way of fixed charge:

- (a) the Investments; and
- (b) all dividends, interest and other money payable to the Chargor in respect of the Investments.

Note:

The Charge also contains the following provisions:

The Chargor shall not except with the prior written consent of the Bank:

- (a) sell, transfer or otherwise dispose or purport to dispose of any interest in or grant any right over any Charged Property; or
- (b) create, agree to create or allow to remain outstanding any Encumbrance over any Charged Property.

Definitions

In these schedules, the following expressions have the following meanings:

"Agreement" means a loan agreement dated 23 November 2001 as amended and restated by a supplemental loan agreement dated 8 August 2002 and further amended and restated by a second supplemental loan agreement dated 6 February 2003 all made between the Chargor (1) and the Bank (2);

"Charged Property" means the assets charged to the Bank by the Charge;

"Company" means Albion Harvest Limited (company number: 4110721);

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;

"Finance Documents" means the Agreement, the Security Documents, any Hedging Agreement and any other agreement, document or deed entered into or executed and

delivered pursuant to the terms of the Agreement and/or the Security Documents or in connection with the Agreement and/or the Security Documents;

"Hedging Agreement" has the meaning given to it in the Agreement;

"Investments" means:

- (a) 1000 ordinary shares of £1 each in the issued share capital of the Company;
and
- (b) all other stocks, shares and other securities of the Company at the date of the Charge or any time thereafter owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,
- (c) and any income, offer, right or benefit in respect of any such investment; and

"Security Documents" has the meaning given to it in the Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04265097

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE ON SHARES DATED THE 7th FEBRUARY 2003 AND CREATED BY SACKVILLE PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HALIFAX PLC 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 14th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 2003.

DX ce



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —