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COMPANIES FORM No. 395

495511/265

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

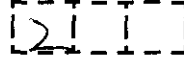
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4430048

Name of company

* Islandview Properties Limited (the "Chargor")

Date of creation of the charge

31 October 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Beneficiaries 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")

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND as agent and security trustee for the Beneficiaries
INTERCHANGE PLACE, 2ND FLOOR, 169 EDMUND STREET, BIRMINGHAM
Postcode B3 2TA

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

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

BIR_CORP\961454

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



A26
COMPANIES HOUSE

AT3X7KE8

679
10/11/2006

Short particulars of all the property mortgaged or charged

See attached schedule

Note - the attached schedule contains details of restrictions on the Chargor that protect and further define the charges created by the Debenture and which must be read as part of the charges created by the Debenture

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

Particulars as to commission allowance or discount (note 3)

nil

Signed

Eversheds Up

Date 7 November 2006

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CONTINUATION OF FORM 395

Company: Islandview Properties Limited

Company number: 4430048

SCHEDULE

PART 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Fixed Security

- 1.1 As continuing security for the payment of the Secured Liabilities the Chargor (with full title guarantee):
 - 1.1.1 charges to the Bank by way of equitable mortgage its interest in any freehold or leasehold property acquired after the date of the Debenture;
 - 1.1.2 assigns to the Bank its interest in any present or future licences relating to the occupation of freehold or leasehold property;
 - 1.1.3 assigns to the Bank any present and future insurances in respect of any Charged Property and the proceeds of such insurances;
 - 1.1.4 charges to the Bank by way of fixed charge its interest in:
 - 1.1.4.1 all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property (if any);
 - 1.1.4.2 all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by it;
 - 1.1.4.3 any Investment;
 - 1.1.4.4 its present and future goodwill and uncalled capital;
 - 1.1.4.5 any Intellectual Property;
 - 1.1.4.6 any money at the date of the Debenture or at any time thereafter standing to the credit of any Designated Account and the Rent Account;
 - 1.1.4.7 any money at the date of the Debenture or at any time thereafter standing to the credit of any other present and future account of it with a bank or financial institution; and
 - 1.1.4.8 any money at the date of the Debenture or at any time thereafter received by the Chargor as a result of any order of the court

under section 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

- 1.1.5 assigns to the Bank its interest in any Hedging Document;
- 1.1.6 charges its interest in the Debts to the Bank by way of fixed charge; and
- 1.1.7 assigns to the Bank any right it has in relation to any Shareholder's Rent Guarantee.

2. Floating Security

2.1 Creation

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security pursuant to clause 3.1 of the Debenture.

2.2 Conversion

Subject to clause 4.3 of the Debenture, the Bank may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as regards any assets specified in the notice if:

- 2.2.1 an Enforcement Event has occurred and is continuing; or
- 2.2.2 such assets are at risk of becoming subject to any Encumbrance (other than in favour of the Bank) or, contrary to the terms of the Finance Documents, are otherwise at risk of ceasing to be within the ownership or control of the Chargor.

3. Rent and accounts

The Chargor shall not except with the prior written consent of the Bank sell, assign, charge, discount, factor or otherwise deal with Rent, or compound, release or do anything by virtue of which the collection and recovery of any of the Rent may be impeded, delayed or prevented.

4. Covenants

4.1 Except as permitted in the Loan Agreement, the Chargor shall not except with the prior written consent of the Bank:

- 4.1.1 sell, transfer, lease or otherwise dispose or purport to agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned by the Chargor under clause 3 of the Debenture;
- 4.1.2 create or allow to arise or remain outstanding any Encumbrance over any Charged Property charged by the Chargor under the Debenture; or

4.1.3 fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold or the long leasehold of which is not owned by the Chargor.

4.2 Except as permitted in the Loan Agreement, the Chargor shall not except with the prior written consent of the Bank or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by way of floating charge under clause 4 of the Debenture.

PART 2

DEFINITIONS

In this form 395 and this schedule the following terms have the specified meanings:

| | |
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| "Arrears" | means Rent payable under any Lease where, at any time when Interest Cover is to be calculated, there is Rent due under the same Lease which has been due and outstanding for more than 45 days |
| "Bank" | means The Governor and Company of the Bank of Ireland as agent and security trustee for the Beneficiaries |
| "Beneficiaries" | means the Bank and any Hedge Counterparty |
| "Charged Property" | means all assets mortgaged, charged or assigned by the Debenture |
| "Conditions Subsequent" | means the conditions contained in schedule 2, part 2 of the Loan Agreement |
| "Debts" | means all present and future book and other debts and rights to money and income (other than Rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank |
| "Deposit Account 1" | means the interest bearing account in the name of the Chargor, into which the sum of £442,500 shall have been deposited by Countywide Developments Limited |
| "Deposit Account 2" | means the interest bearing account in the name of the Chargor, into which the sum of £442,500 shall have been deposited by Harris Ventures Limited |
| "Deposit Accounts" | means Deposit Account 1 and Deposit Account 2 |

| | |
|--------------------------------|--|
| “Designated Account” | means any account of the Chargors with the Bank or any account of the Chargors with any other bank which has been notified of the Bank’s interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Bank |
| “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 title, transfer and retention arrangement) having or intended to have a similar effect |
| “Enforcement Event” | means any Event of Default |
| “Event of Default” | means any event referred to in clause 12.1 of the Loan Agreement |
| “Facility” | means the loan facility made available under the Loan Agreement |
| “Finance Documents” | means: <ul style="list-style-type: none"> (a) the Loan Agreement; (b) any document designated as such in writing by both the Bank and the Chargor; (c) each Notice of Drawing; (d) any Hedging Document; (e) the Security Documents; and (f) the Subordination Deed. |
| “Hedge Counterparty” | means the counterparty to or under any Hedging Document |
| “Hedging Document” | means any document(s) or agreement(s) to which the Chargor is a party entered into for the purpose of implementing or giving effect to the agreed hedging strategy as required by the Conditions Subsequent |
| “Intellectual Property” | means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration |

or application for registration, licence or permission relating to any of the foregoing

“Interest Payable”

means all interest paid or payable by the Chargor, under this agreement in respect of the Loan (less interest due on any amount in the Rectification Account and any credit adjustments to be made in relation to payments received by the Chargor under the Hedging Documents)

“Investment”

means any present and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment;

owned by the Chargor and any income, offer, right or benefit in respect of any such investment

“Interest Cover”

means at any time the aggregate of the amount of Rent paid or payable to the Owners in relation to the Property in any Relevant Period expressed as a percentage of Interest Payable for such Relevant Period

“Lease”

means any lease of the Property and includes any underlease, tenancy, letting, licence, right to occupy, any document supplemental or collateral to any of them and any agreement to enter into any of them

“Loan”

means any principal amount borrowed or at any relevant time the principal amount outstanding in respect of the Facility at such time

“Loan Agreement”

means the loan agreement dated 31 October 2006 made between the Chargor and the Bank

“Non-Recoverable Rent”

means in relation to the Property or part thereof Rent which will not be recoverable from or paid by the then current Occupational Tenant by reason of the administration, bankruptcy, dissolution, insolvency, liquidation or receivership of such Occupational Tenant

“Notice of Drawing”

means a notice substantially in the form set out in schedule 3 of the Loan Agreement

“Occupational Lease”

means any occupational Lease to which the Property may be subject from time to time

| | |
|--------------------------------|--|
| “Occupational Tenant” | means any tenant under an Occupational Lease |
| “Owner” | means at any relevant time, any person who owns the legal and/or equitable title of the Property and who, in the case of an owner of the legal title only of the Property, may be any person who has first satisfied the Bank’s Know Your Customer requirements |
| “Property” | means the property defined in schedule 1 of the Loan Agreement |
| “Rectification Account” | has the meaning ascribed to it by clause 11.10 of the Loan Agreement |
| “Relevant Period” | has the meaning ascribed to it by clause 11.5 of the Loan Agreement |
| “Rent” | <p>means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, excluding Service Charges, but including without limitation:</p> <ul style="list-style-type: none"> (d) rents, licence fees and equivalent sums reserved or made payable; (e) sums received from any deposit held as security for performances of any tenant’s obligations; (f) any other moneys payable in respect of use and/or occupation; (g) proceeds of insurance in respect of loss of rent; (h) any sum equal to any apportionment of rent allowed in favour of the Chargor under a contract for the sale of the Property by or on behalf of the Chargor; (i) receipts from or the value of consideration given for the grant, surrender or variation of any letting; (j) proceeds paid for a breach of covenant under any Lease in relation to the Property and for expenses incurred in relation to any such breach; (k) any payment from a guarantor or other surety in respect of any of the items listed in this definition; (l) interest, damages or compensation in respect of any of the items in this definition; (m) any VAT payable on any sum mentioned in this definition; and |

(n) for the purpose only of calculating Interest Cover in respect of the Property to:

(i) exclude, if relevant, any Arrears, Non-Recoverable Rent and Vacant Costs;

(ii) to take account of any reduction in rent attributable to the Tenant Break Assumption;

(iii) to include any sum which would have been payable but for a rent free period under any Lease;

(iv) to include any amount guaranteed by the Shareholder's Guarantees.

"Rent Account"

means any interest bearing account maintained by the Chargor in accordance with clause 9.1.1 of the Loan Agreement and includes any replacement account or sub-division or sub-account of that amount

"Service Charge"

means:

(a) any sum paid by or receivable from, a tenant, of the Property by way of reimbursement of expenses incurred or on account of expenses to be incurred by or on behalf of the Chargor in the management, maintenance and repair of or the provision of services specified in any Occupational Lease in respect of the Property and the payment of insurance for the Property;

(b) any sum paid by, or receivable from, a tenant of the Property for a breach of covenant under its Occupational Lease (other than in respect of Rent), or for expenses incurred by or on behalf of the Chargor where such amount is applied by it in remedying such breach or discharging such expenses;

(c) any contribution to a sinking fund paid by, or receivable from, a tenant of the Property under its Occupational Lease;

(d) any withholding or deduction on account of tax or any VAT on any sum mentioned above; and

(e) any ground or other rents payable by the Chargor to any superior landlord;

“Shareholder’s Guarantees”

means the guarantees to be provided by each of Countywide Developments Limited and Harris Ventures Limited in favour of the Bank:-

(a) in respect of the shortfall between the passing rent in relation to the Property and a projected passing rent in relation to the Property of £3,900,000, equivalent to the total aggregate amount deposited from time to time in the Deposit Accounts being, at the date of this Agreement, £885,0000 (such amount reducing pound for pound upon the completion of rent reviews at the Property); and

(b) in the sum of £700,000 in respect of the Focus Do It All unit at the Property (to be released upon satisfaction by the Bank with the covenant strength of Focus Do It All or any replacement tenant)

(the “Shareholder’s Rent Guarantees”)

“Security Documents”

means the documents referred to in clause 8.1 of the Loan Agreement and any other document entered into by the Chargor which grants security rights or rights by way of guarantee in respect of the liabilities of the Chargor to the Bank under the Loan Agreement

“Subordination Deed”

means any deed of subordination to be granted to the Bank as referred to in clause 8.1.6 of the Loan Agreement

“Tenant Break Assumption”

means that if a tenant under a Lease has a contractual right to break or terminate its Lease the Bank may, for the purposes of calculating compliance with Interest Cover it shall be assumed that such right will be exercised on the earliest date available to that tenant unless the Bank has been provided with evidence reasonably satisfactory to it that the relevant tenant has confirmed in writing that it will not exercise that right of break or termination

“Vacant Costs”

means in respect of the Property or any part thereof which is:

- (a) unlet; or
- (b) if not unlet, let to a tenant in material breach of any relevant Lease
- (c) all fees, costs and other expenses paid by an Owner or for which an Owner, acting as a reasonable and prudent owner, would be liable in

maintaining the Property in a good state of repair or which are otherwise payable in relation to the Property and which are not reasonably likely to be paid by an Occupational Tenant

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04430048

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st OCTOBER 2006 AND CREATED BY ISLANDVIEW PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES 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 10th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES