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COMPANIES FORM No. 395

Particulars of a mortgage or charge

125261/30

395

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

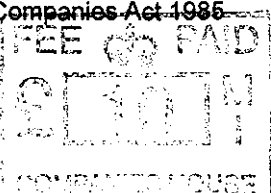
CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

[] [] [] [] [] []

4644710

Name of company

*
Dayvalley Limited (the "Grantor")

Date of creation of the charge

17 December 2003

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

Deed of Charge between Dayvalley Limited (1) and The Governor and Company of the Bank of Scotland (2) (the "Deed of Charge")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

The Governor and Company of the Bank of Scotland
Telford House,
3 Mid New Cultins
Edinburgh ("BoS")

Postcode
EH11 4DH

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

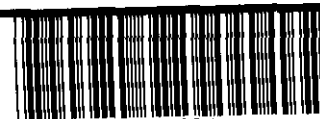
Taylor Wessing
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Ref: AHR

Time critical reference

BOS-27-19_DeedofCharge

For official Use
Mortgage Section



LD4
COMPANIES HOUSE

L7W7FR1J

0491
06/01/04

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

Taylor Wesley

Date

06-01-04

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.
- 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 mortgage or charge

All sums now due or in the future becoming due to **BoS** by the Company in whatever manner, whether as principal debtor, co-obligant, guarantor or otherwise (including all present or future, actual or contingent liabilities owed to **BoS** by the Company), together with all interest and charges.

(the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of property mortgaged or charged

1.1 The Grantor (with full title guarantee) as continuing security for the payment and discharge when due of the Secured Liabilities:-

- (a) charged to **BoS** all Securities and their proceeds of sale;
- (b) charged to **BoS** all dividends, interest and other distributions (whether in cash or in specie and whether of a capital or income nature) declared, paid or made in respect of the Securities at any time;
- (c) charged to **BoS** all accretions, rights, benefits, money or property accruing, issued or offered in respect of the Securities at any time, whether by way of rights, bonus, capitalisation, conversion, exchange, pre-emption, option, redemption or otherwise and all interest or rights (whether legal or equitable having regard to applicable law) in relation to any Securities which for the time being are held in a Relevant System or otherwise subject to its rules and practices (including, without limitation, the Grantor's rights against the operator of such Relevant System or another participant in it).

NOTE

The Deed of Charge contains, inter alia, the following provisions:

The Grantor agrees that it will not, without **BoS**'s prior written consent, create or agree or attempt to create any mortgage, fixed or floating charge, pledge or other security of any kind, or any trust of any kind, over any of the Securities or permit any lien (other than a lien arising by operation of law in the ordinary course of the Grantor's business or by virtue of the rights and practices of a Relevant System) to arise or subsist over any of the Securities.

Definition

"**Company**" means Holaw 573 Limited (company number 3806005).

"**Facility Letter**" means the facility letter dated 17 December 2003 from **BoS** to the Company.

"**Securities**" means all of the Grantor's shareholding in the issued share capital of the Company and present and future stocks, shares and other securities in the Company owned

(at law or in equity) by the Grantor, all rights and interests accruing or offered at any time in relation to them and uninvested cash.

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 1995 and includes any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of securities and clearance of transactions in them.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04644710

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 17th DECEMBER 2003 AND CREATED BY DAYVALLEY 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 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2004.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —