

090304 / 26

395

A fee of £13 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



5081020

*insert full name of Company

Name of company

Linc Epsom Limited

Date of creation of the charge

16 August 2005

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

Debenture (the “Deed”)

Amount secured by the mortgage or charge

The "Secured Liabilities" as defined in the Credit Agreement, being all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of each Obligor to the Lender's Group (or any of them) under the Finance Documents.

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

GMAC Commercial Mortgage Bank Europe plc
 Commerzbank House
 IFSC
 Guild Street
 Dublin, Eire

(the "Security Trustee")

Postcode

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

Berwin Leighton Paisner
Adelaide House
London Bridge
London, EC4R 9HA
~~PX 02 London~~
Tel: 020 7760 1000
LCAM/23450/1 [3409

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0229
31/08/05

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Short particulars of all the property mortgaged or charged

- 1 By way of a legal mortgage:
- 1.1 the Property; and
- 1.2 any other freehold or leasehold property now vested in the Borrower.
- 2 By way of fixed charge each of the following including all rights of enforcement of the same:
- 2.1 the Borrower's interest in any freehold or leasehold property acquired after the date of the Deed and abutting or near to the Property and used as part of or in connection with the Property;
- 2.2 the Borrower's interest in, the Purchase Agreement, the Overage Agreement, the Agreement for Lease, any Occupational Lease, the Management Agreement, the Headlease, any Borrower Hedging Arrangements (and any other hedging arrangement in which it has an interest whether or not in relation to the Finance Documents) and all agreements, in which the Borrower has an interest, in respect of the management and/or operation of the Charged Assets, including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

95

Particulars as to commission allowance or discount (note 3)

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

Signed

Benin Loughton Paine

Date

30/8/05

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. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

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

Company Number

5081202

Name of Company

* delete if
inappropriate

Linc Epsom

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not write
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Please complete
legibly, preferably
in black type, or
bold black
lettering

Please do not write
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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

- of a personal nature and any guarantees entered into under the terms of them;
- 2.3 all fixtures and fittings (in respect of the Charged Assets) and the Movables, the benefit of all guarantees, warranties and representations given or made in respect of any of them;
 - 2.4 all easements and other rights at any time vested in, or conferred on, the Borrower in connection with or otherwise for the benefit of the Charged Assets and/or the Business;
 - 2.5 the Borrower's interest (whether as beneficiary or trustee) in any Trust;
 - 2.6 the Investments;
 - 2.7 if applicable the Borrower's uncalled capital; and
 - 2.8 where the Borrower is (by virtue of an estate or interest in the Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights benefits and advantages at any time arising in respect of the same and the Borrower covenanted with the Security Trustee by way of fixed equitable charge that the Borrower will (if the Security Trustee so requires) transfer such share or shares to the Security Trustee or as it may direct.
- 3 By way of security assignment each of the following including all rights of enforcement of the same:
- 3.1 the Rents;
 - 3.2 the Debts;
 - 3.3 the Disposal Proceeds;
 - 3.4 the Accounts and any other accounts of the Borrower;
 - 3.4 all monies standing to the credit of the Accounts and any other accounts of the Borrower;
 - 3.6 the benefit of the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and the implied licence of the Borrower in any such plans, specifications and negatives the copyright of which is not vested in the Borrower;
 - 3.7 all Causes of Action;
 - 3.8 the monies payable to the Borrower under any Borrower Hedging Arrangement;
 - 3.9 the benefit of any Compensation Payment;
 - 3.10 the Borrower's interest in any VAT recoveries in respect of the Charged Assets; and
 - 3.11 all estate interest or right whatsoever of the Borrower under the Purchase Agreement and all monies payable or recoverable under it and in the Property and all buildings from the time being erected thereon and the benefit of the Purchase Agreement and the right of the Borrower to the grant of and its estate and interest in any Purchase Agreement Realisation and by the Deed the Borrower covenanted with the Security Trustee by way of fixed equitable charge that promptly upon completion any Purchase Agreement Realisation the Borrower will execute and deliver to the Security Trustee a charge by way of legal mortgage over such part of the Property on such terms as the Security Trustee may require.
- 4 By way of floating charge:
- 4.1 all the assets, property and undertaking of the Borrower both present and future, including all its goodwill and uncalled capital for the time being; and
 - 4.2 the Movables.

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Particulars of a mortgage or charge (continued)

Please do not write
in this binding
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

5081202

Name of Company

Linc Epsom

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

CHFP131

Particulars of a mortgage or charge (continued)

Please do not write
in this binding
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

5081202

Name of Company

Linc Epsom

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Notes

- 1 The Deed contains a provision that the Security Trustee may at any time by written notice to the Borrower convert the floating charge created by the Deed into a fixed charge as regards any Charged Asset specified in the notice where, in the opinion of the Security Trustee, such Charged Asset is at risk of becoming subject to any encumbrance or is otherwise in jeopardy.
- 2 The Deed contains a provision that at any time on demand by the Security Trustee, the Borrower shall procure an absolute assignment of any/all of the agreements referred to in paragraph 2.2 above.
- 3 The Deed contains a provision that the Borrower shall execute and do at its own cost and in such form as reasonably required by the Security Trustee such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Deed on any Charged Asset.
- 4 The Deed contains a provision that when the Borrower shall be in a position to call for a Purchase Agreement Realisation it will at once notify that fact to the Security Trustee in writing and will (unless the Security Trustee otherwise directs) at once procure the execution of such to itself (and not to a nominee) and if the Borrower shall neglect or refuse to do so or neglect or refuse to take up a Purchase Agreement Realisation it shall be lawful for the Security Trustee or any receiver or agent appointed by it in the name of the Borrower or otherwise to execute such Purchase Agreement Realisation.
- 5 The Deed contains a covenant that the Borrower shall not without the prior written consent of the Agent:
 - 5.1 create or attempt or contract to create or suffer or permit to subsist, any Security over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Charged Assets remain subject to the security created by the Finance Documents;
 - 5.2 in relation to the Charged Assets:
 - 5.2.1 sell, convey, assign, release, dispose, realise, part with possession, share or transfer any of them or any interest in them;
 - 5.2.2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them; nor
 - 5.3 otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents, nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of business.
- 6 The Deed contains a provision that as regards any Rents and/or Debts specifically charged or intended to be specifically charged by the Deed the Borrower shall:
 - 6.1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business;
 - 6.2 (as the Agent may from time to time in its sole and absolute discretion require) pay the proceeds of getting in and realising the Rents and/or Debts into the Proceeds Account or any account or accounts as the Agent shall nominate from time to time;
 - 6.3 not without the prior written approval of the Agent release, exchange, compound, set-off or grant time or indulgence in respect of any such Rents and/or Debts; and
 - 6.4 without prejudice to the generality of note 5 above, not without the prior written approval of the Agent exchange, set-off, compound, factor, discount, sell or otherwise deal with or dispose of all or any such Rents and/or Debts.

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

7 The Deed contains or incorporates the following definitions:

<i>Accounts</i>	(as defined in the Credit Agreement) means (a) the General Account and (b) the Proceeds Account, each as defined within Clause 12 (<i>Bank Accounts</i>) of the Credit Agreement, or with the Agent's prior written consent any replacement account thereof and "Account" means any one of them as the context may require.
<i>Affiliate</i>	(as defined in the Credit Agreement) means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
<i>Agent</i>	the party identified as the Agent in the Credit Agreement, being GMAC Commercial Mortgage Bank Europe, plc;
<i>Agreement for Lease</i>	(as defined in the Credit Agreement) means an agreement to grant an Occupational Lease;
<i>Arranger</i>	(as defined in the Credit Agreement) means GMAC Commercial Mortgage Bank Europe, plc;
<i>Borrower</i>	Linc Epsom Limited including its successors in title and assigns;
<i>Borrower Hedging Arrangements</i>	(as defined in the Credit Agreement) means any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of them or any other transaction entered into between the Borrower and the Hedging Counterparty for the purpose of hedging the Borrower's interest rate liabilities in relation to all or any part of the Facility (as defined in the Credit Agreement).
<i>Causes of Action</i>	all causes of action and other rights and remedies which the Borrower has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors;
<i>Charged Assets</i>	(as defined in the Credit Agreement) means the assets from time to time subject, or expressed to be subject, to any Security created by or pursuant to any Security Document or any part of those assets.
<i>Compensation Payment</i>	monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
<i>Credit Agreement</i>	a credit agreement dated on or about the date of the Deed and made between Linc Epsom Limited (1) GMAC Commercial Mortgage Bank Europe, plc (as arranger, agent and security trustee) (2) and the Original Lenders (defined within the document) (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;
<i>Debts</i>	all book debts and other debts due to the Borrower now or in the future including any sum due to the Borrower as a result of any order of the court under sections 238, 239 and/or 244 (or if appropriate, sections 339, 340 and/or 343) and/or section 423 of the Insolvency Act 1986 and the Borrower's right to recover any VAT on any supplies made to it relating to the Charged Assets;
<i>Disposal Proceeds</i>	(as defined in the Credit Agreement) means all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal of any Obligor's interest in all or part of the Property including (without limitation): <ul style="list-style-type: none"> (a) all such sums and other consideration of a capital nature; (b) all compensation and damages received for any use or disturbance, blight or compulsory purchase; and (c) the cash value of any apportionment of any rental income or other sum given or made by any purchaser or other person upon such disposal; less (i) all costs and expenses properly incurred by such Obligor in disposing of such interest and (ii) a provision for any tax payable by such Obligor as a result of disposing of such interest;

Please complete
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block lettering

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

5081202

Name of Company

* delete if
inappropriate

Linc Epsom

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

<i>Finance Document</i>	(as defined in the Credit Agreement) means: (a) the Credit Agreement; (b) any Fee Letter (as defined in the Credit Agreement); (c) any Security Document; (d) any Borrower Hedging Arrangement; (e) any Subordination Agreement (as defined in the Credit Agreement); (f) any Duty of Care Agreement (as defined in the Credit Agreement); (g) any Management Agreement (as defined in the Credit Agreement); (h) any Utilisation Request (as defined in the Credit Agreement); (i) any Transfer Certificate (as defined in the Credit Agreement); and any other document designated as such by the Agent and the Borrower;
<i>Finance Party</i>	(as defined in the Credit Agreement) means the Agent, the Arranger, the Security Trustee, a Lender or any member of the Lender's Group;
<i>General Account</i>	(as defined in the Credit Agreement) means any account maintained by the Borrower in accordance with Clause 12.1 (<i>Designation of Accounts</i>) of the Credit Agreement and includes any interest of the Borrower in any replacement account or sub-division of that account;
<i>Headlease</i>	(as defined in the Credit Agreement) means the lease or leases (if any) in the Agreed Form by which any Obligor holds an interest in all or any part of the Property;
<i>Hedging Counterparty</i>	(as defined in the Credit Agreement) means the counterparty approved by the Agent in respect of the Borrower Hedging Arrangements;
<i>Holding Company</i>	(as defined in the Credit Agreement) means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;
<i>Investments</i>	the existing or future interest of the Borrower in: (a) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity; (b) any unit in any unit trust or similar scheme; (c) any warrant or other right to acquire any such investment, together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Deed, any income, offer, right or benefit in respect of any such investment;
<i>Lender</i>	(as defined in the Credit Agreement) means (a) any Original Lender, and (b) any bank, building society, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (<i>Changes to the Lenders</i>) of the Credit Agreement which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement;
<i>Lender's Group</i>	(as defined in the Credit Agreement) means each Finance Party and any company or person which is or becomes a Holding Company, a Subsidiary or an Affiliate of each Finance Party or any Subsidiary or associate of any such company or person;
<i>Management Agreement</i>	(as defined in the Credit Agreement) means each agreement in form and substance satisfactory to the Agent, between an Obligor and a Managing Agent in relation to the management of all or any part of the Property;
<i>Managing Agent</i>	(as defined in the Credit Agreement) means any managing agent of all or any part of the Property appointed in accordance with Clause 21.9 (<i>Managing Agent</i>) of the Credit Agreement;

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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

Company Number

5081202

Name of Company

* delete if
inappropriate

Linc Epsom

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

<i>Movables</i>	(except to the extent that in law they constitute fixtures or the stock in trade of the Borrower) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets including all Manuals;
<i>Obligor</i>	(as defined in the Credit Agreement) means the Borrower;
<i>Occupational Lease</i>	(as defined in the Credit Agreement) means any lease, sub-lease or licence or other right of occupation to which all or any part of the Property may be subject from time to time;
<i>Original Lenders</i>	(as defined in the Credit Agreement) means the financial institutions listed in Schedule 1 of the Credit Agreement, being GMAC Commercial Mortgage Bank Europe, plc;
<i>Overage Agreement</i>	(as defined in the Credit Agreement) means an agreement to be entered into on the date of the completion of the purchase of the Property under the Purchase Agreement to provide for overage to be paid by the Borrower to The Surrey Institute of Art and Design;
<i>Proceeds Account</i>	(as defined in the Credit Agreement) means any account maintained by the Borrower in accordance with Clause 12.1 (<i>Designation of Accounts</i>) of the Credit Agreement and includes any interest of the Borrower in any replacement account or sub-division of that account;
<i>Property</i>	the freehold property known as the Linton Centre, situated at Leigh Road, Epsom registered at Land Registry under title number SY668175 (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it
<i>Purchase Agreement</i>	(as defined in the Credit Agreement) means the option to purchase the Property under the terms of an option agreement entered into between The Surrey Institute of Art and Design and the Borrower;
<i>Purchase Agreement Realisation</i>	any conveyance, transfer or lease or option from time to time in connection with the Purchase Agreement;
<i>Rents</i>	all rents and other sums payable under any Occupational Lease including all insurance, rent, service charges and VAT (if any) payable on or in respect of them;
<i>Security</i>	(as defined in the Credit Agreement) means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security;
<i>Security Document</i>	(as defined in the Credit Agreement) means: <ul style="list-style-type: none"> (a) the Deed; (b) each Charge over Shares (as defined in the Credit Agreement); (c) any other security document that may at any time be given as security for any of the Secured Liabilities pursuant to or in connection with any Finance Document; and (d) any other document designated as such by the Agent and the Borrower;
<i>Security Trustee</i>	GMAC Commercial Mortgage Bank Europe, plc acting as trustee for the Finance Parties under the Credit Agreement including its successors and assigns;
<i>Subsidiary</i>	(as defined in the Credit Agreement) means a subsidiary within the meaning of section 736 of the Companies Act 1985 and also includes a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;
<i>Trust</i>	any trust or trust fund including any pension fund surplus; and
<i>VAT</i>	means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

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

<i>Movables</i>	(except to the extent that in law they constitute fixtures or the stock in trade of the Borrower) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets including all Manuals;
<i>Obligor</i>	(as defined in the Credit Agreement) means the Borrower;
<i>Occupational Lease</i>	(as defined in the Credit Agreement) means any lease, sub-lease or licence or other right of occupation to which all or any part of the Property may be subject from time to time;
<i>Overage Agreement</i>	(as defined in the Credit Agreement) means an agreement to be entered into on the date of the completion of the purchase of the Property under the Purchase Agreement to provide for overage to be paid by the Borrower to The Surrey Institute of Art and Design;
<i>Proceeds Account</i>	(as defined in the Credit Agreement) means any account maintained by the Borrower in accordance with Clause 12.1 (<i>Designation of Accounts</i>) of the Credit Agreement and includes any interest of the Borrower in any replacement account or sub-division of that account;
<i>Property</i>	the freehold property known as the Linton Centre, situated at Leigh Road, Epsom registered at Land Registry under title number SY668175 (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it;
<i>Purchase Agreement</i>	(as defined in the Credit Agreement) means the option to purchase the Property under the terms of an option agreement entered into between The Surrey Institute of Art and Design and the Borrower;
<i>Purchase Agreement Realisation</i>	any conveyance, transfer or lease or option from time to time in connection with the Purchase Agreement;
<i>Rents</i>	all rents and other sums payable under any Occupational Lease including all insurance, rent, service charges and VAT (if any) payable on or in respect of them;
<i>Security</i>	(as defined in the Credit Agreement) means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security;
<i>Security Document</i>	(as defined in the Credit Agreement) means: <ul style="list-style-type: none"> (a) the Deed; (b) each Charge over Shares (as defined in the Credit Agreement); (c) any other security document that may at any time be given as security for any of the Secured Liabilities pursuant to or in connection with any Finance Document; and (d) any other document designated as such by the Agent and the Borrower;
<i>Security Trustee</i>	GMAC Commercial Mortgage Bank Europe, plc acting as trustee for the Finance Parties under the Credit Agreement including its successors and assigns;
<i>Subsidiary</i>	(as defined in the Credit Agreement) means a subsidiary within the meaning of section 736 of the Companies Act 1985 and also includes a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;
<i>Trust</i>	any trust or trust fund including any pension fund surplus; and
<i>VAT</i>	means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05081020

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th AUGUST 2005 AND CREATED BY LINC EPSOM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE LENDER'S GROUP (OR ANY OF THEM) 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 31st AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2005.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES