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CHFP041

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in black type or
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lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

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

Name of company

* Kenmore Capital Knowsley Limited (the "Company")

Date of creation of the charge

23 September 2004

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

See Paper Apart 1 for Definition

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

The Governor and Company of the Bank of Scotland as Security Trustee for
the Finance Parties (the "Security Trustee")
The Mound, Edinburgh

Postcode EH1 1YZ

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

Dundas & Wilson CS
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

For official use
Mortgage section

Post room

A11
COMPANIES HOUSE

A05UDYZK

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395

For official use		Company number
£	10	M
COMPANIES HOUSE		05093187

Short particulars of all the property mortgaged or charged

See Paper Apart 2 (Clause 3)

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bold block
lettering

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

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 CF4 3UZ.

This is the Paper Apart 1 referred to in the foregoing Companies House Form 395 in relation to a Legal Charge by the Company in favour of The Governor and Company of the Bank of Scotland dated 23 September 2004.

Paper Apart 1

In this Paper Apart 1 & 2, the following shall mean:-

"Accession Deed" means a document substantially in the form set out in Part I of Schedule 6 of the Senior Facility Agreement;

"Amendment and Restatement Deed" means the Amendment and Restatement Deed made among (i) The Governor and Company of the Bank of Scotland (in its capacities as 2001 Senior Facility Lender, 2001 Mezzanine Facility Lender, Original Senior Facility Lender, Original Mezzanine Facility Lender, KAV Loan Stock Holder, KC Loan Stock Holder, Senior Agent, Senior Arranger, Mezzanine Agent, Mezzanine Arranger and Security Trustee (as such terms are defined therein)), (ii) Kenmore Capital Limited (in its various capacities as referred to therein), (iii) Kenmore Active Value Limited (in its various capacities as referred to therein), (iv) the Guarantors (as defined therein) and (v) Kenmore Investments Limited (in its various capacities as referred to therein) dated 12 May 2004;

"Arranger" means the Security Trustee;

"Belgian Security" means any Security or guarantee granted from time to time in favour of the Security Trustee by (i) any Obligor constituted under the laws of Belgium, or (ii) any Obligor in respect of any Properties (as such term is defined in the Senior Facility Agreement) located in Belgium owned by that Obligor from time to time;

"Borrower" means the Company;

"Conditions" means The Governor and Company of the Bank of Scotland's Commercial Charge Conditions (2003 Edition);

"Cross Guarantee" means the cross-guarantee dated 21 April 2004 and made between the Obligors and the Security Trustee for itself and for and on behalf of the Finance Parties;

"Debentures" means the debentures in the Required Form granted by each Obligor in favour of the Security Trustee, dated 21 April 2004;

"Fee Letter" means any letter or letters in the agreed form dated on or about the date of the Senior Facility Agreement between the Arranger and the Company (or and the Company) setting out any of the fees referred to in Clause 11 of the Senior Facility Agreement;

"Finance Parties" means the 2001 Senior Facility Finance Parties, the 2001 Mezzanine Facility Finance Parties, the Senior Finance Parties, the Mezzanine Finance Parties, the KAV Loan Stock Holder, the KIL KAV Loan Stock Holder, the KC Loan Stock Holder, the KIL KC Loan Stock Holder, and the Security Trustee and "Finance Party" means any one of them;

"Finance Documents" means

- (a) the 2001 Senior Finance Documents;
- (b) the 2001 Mezzanine Finance Documents;
- (c) the Senior Finance Documents;

- (d) the Mezzanine Finance Documents;
- (e) the KAV Loan Stock Finance Documents;;
- (f) the KC Loan Stock Finance Documents;
- (g) the Security Documents;

"Floating Charges" means the floating charges in the Required Form granted by each Obligor in favour of the Security Trustee dated 21 April 2004;

"The Group Companies" means Kenmore Active Value Limited, KAV Milton Keynes Limited, KAV Trongate Limited, KAV Stockton Limited, KAV Chatham Limited, KAV East Grinstead Limited, KAV Grantham Limited, KAV Newcastle Limited, KAV St Johns Limited, KAV Sutton Coldfield Limited, KAV Wolverhampton Limited, KAV Wolverhampton Limited, KAV Harlow Limited, KAV Walford Limited, Southdawn Limited, Southweed Limited, KAV Croydon Limited, Kenmore Beneficial House Limited, KAV Elgin Limited, KAV Gloucester Limited, KAV Tullibardine Limited, KAV Jersey Limited, KAV Manchester Limited and KAV Speke Limited;

"Guarantees" means all guarantees, or agreements having like effect, granted by any of the Obligors in favour of The Governor and Company of the Bank of Scotland dated before 21 April 2004, in respect of the obligations of any of the Obligors to The Governor and Company of the Bank of Scotland;

"Guarantors" means the Group Companies;

"Jersey Security" means means any Security or guarantee granted from time to time in favour of the Security Trustee by (i) any Obligor constituted under the laws of Jersey, or (ii) any Obligor in respect of any Properties (as such term is defined in the Senior Facility Agreement) located in Jersey owned by that Obligor from time to time;

"KAV Borrower means Kenmore Active Value Limited;

"KAV Issuer" means Kenmore Active Value Limited;

"KAV Loan Stock Holder" means the Security Trustee;

"KAV Loan Stock Finance Documents" means the Security Documents, the Security Trust Deed, the KAV Loan Stock Instrument and the KAV Subordinated Loan Stock together with any other document designated as such by the KAV Loan Stock Holder and the KAV Issuer;

"KAV Loan Stock Instrument" means the loan stock instrument between Kenmore Active Value Limited, the KAV Loan Stock Holder, and the KIL KAV Loan Stock Holder, dated 23 February 2001, as amended by (1) a supplemental agreement between the same parties dated 4 and 11 September 2001, (2) a side letter between the same parties dated 1 and 5 October 2001, (3) a supplemental agreement between the same parties dated 23 April 2002, (4) a supplemental agreement between the same parties dated 24 May 2002, (5) a supplemental agreement between the same parties dated 24 June 2002 and (6) a supplemental agreement between the same parties dated 8 July 2002, constituting the KAV Subordinated Loan Stock, as amended from time to time;

"KAV Subordinated Loan Stock" means the secured subordinated variable rate loan stock issued by the KAV Issuer on the terms set out in the KAV Loan Stock Instrument;

"KC Borrower" means Kenmore Capital Limited;

"KC Issuer" means Kenmore Capital Limited;

"KC Loan Stock Finance Documents" means the Security Documents, the Security Trust Deed, the KC Loan Stock Instrument and the KC Subordinated Loan Stock together with any other document designated as such by the KC Loan Stock Holder and the KC Issuer;

"KC Loan Stock Holder" means the Security Trustee;

"KC Loan Stock Instrument" means the instrument dated 21 April 2004 executed by the KC Issuer constituting the KC Subordinated Loan Stock, as amended from time to time;

"KC Subordinated Loan Stock" means the secured subordinated variable rate loan stock issued by the KC Issuer on the terms set out in the KC Loan Stock Instrument;

"KIL KAV Loan Stock Holder" means Kenmore Investments Limited;

"KIL KC Loan Stock Holder" means Kenmore Investments Limited;

"Legal Charges" means the legal charges in the Required Form to be granted in favour of the Security Trustee by each Obligor in respect of any Properties (as such term is defined in the Senior Facility Agreement) located in England and Wales owned by that Obligor from time to time;

"Mezzanine Agent" means the Security Trustee;

"Mezzanine Arranger" means the Security Trustee;

"Mezzanine Facility" means the mezzanine term loan facility of up to £19,740,000 given under the Mezzanine Facility Agreement and the amount outstanding thereunder at any time and the terms attaching to such facility as these may be varied by further agreement between the KC Borrower and the Mezzanine Agent;

"Mezzanine Facility Agreement" means the agreement in relation to the Mezzanine Facility between, inter alios, the KC Borrower and the Mezzanine Finance Parties dated 21 April 2004, as amended from time to time;

"Mezzanine Finance Documents" means the Security Documents, the Amendment and Restatement Deed, the Mezzanine Facility Agreement and any Fee Letter, Accession Deed, any Utilisation Request pursuant to the Mezzanine Facility Agreement together with any other document designated as such by the Mezzanine Agent and the KC Borrower;

"Mezzanine Facility Lender" means the Security Trustee;

"Mezzanine Finance Parties" means the Mezzanine Agent, the Mezzanine Arranger, the Mezzanine Facility Lenders and the Security Trustee;

"Netherlands Security" means a Netherlands law deed of mortgage in the Required Form to be granted in favour of the Security Trustee by each Obligor in respect of any Properties (as such term is defined in the Senior Facility Agreement) located in The Netherlands owned by that Obligor from time to time, together with any other Security or guarantees governed by laws of The Netherlands granted from time to time by any Obligor in favour of the Security Trustee;

"Obligors" means the KAV Borrower, the KAV Issuer, the KC Borrower and the KC Issuer and the Guarantors and "Obligor" means any one of them;

"Original Mezzanine Facility Lender" means the Security Trustee;

"Original Senior Facility Lender" means the Security Trustee;

"Property" means the leasehold property known as Pegasus House, Kings Business Park, Knowsley, Merseyside demised by a Lease dated 27 July 2001 and made between (1) Hazels Development Company Limited and (2) The Royal National Pension Fund for Nurses registered at H. M. Land Registry under Title Number MS447453;

"Rental Sums" has the same meanings as in the Conditions;

"Required Form" means, in relation to any document, as required in respect of both the form and substance thereof by:

- (a) as regards any document required pursuant to the 2001 Senior Facility Letter, the 2001 Senior Facility Lender;
- (b) as regards any document required pursuant to the Senior Facility Agreement, the Senior Agent;
- (c) as regards any document required pursuant to the 2001 Mezzanine Facility Letter, the 2001 Mezzanine Facility Letter;
- (d) as regards any document required pursuant to the Mezzanine Facility Agreement, the Mezzanine Agent;
- (e) as regards any document required pursuant to the KAV Loan Stock Instrument, the KAV Loan Stock Holder and the KIL KAV Loan Stock Holder; and
- (f) as regards any document required pursuant to the KC Loan Stock Instrument, the KC Loan Stock Holder and the KIL KC Loan Stock Holder ;

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due owing or incurred in whatsoever manner to the Finance Parties by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Finance Parties shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Finance Parties may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, and so that interest shall be computed and compounded in accordance with the terms of the Finance Documents;

"Security" means a mortgage, charge, pledge, lien, assignment, assignation, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Documents" means the 2001 Security Documents and the 2004 Security Documents;

"Security Trust Deed" means the Security Trust Deed between, inter alios, (i) The Governor and Company of the Bank of Scotland (in its capacities as 2001 Senior Facility Lender, 2001 Mezzanine Facility Lender, Original Senior Facility Lender, Original Mezzanine Facility Lender, KAV Loan Stock Holder, KC Loan Stock Holder, Senior Agent, Senior Arranger, Mezzanine Agent, Mezzanine Arranger and Security Trustee (as such terms are defined therein)), (ii) Kenmore Capital Limited (in its various capacities as referred to therein), (iii) Kenmore Active Value Limited (in its various capacities as referred to therein), (iv) the Guarantors (as defined therein) and (v) Kenmore Investments Limited (in its various capacities as referred to therein) dated 21 April 2004, as amended

by (i) an Amendment and Restatement Deed between, inter alios, the same parties dated 12 May 2004 and (ii) from time to time;

"Senior Agent" means the Security Trustee;

"Senior Arranger" means the Security Trustee;

"Senior Facility" means the senior revolving loan facility of up to £148,050,000 given under the *Senior Facility Agreement* and the amount outstanding thereunder at any time and the terms attaching to such facility as these may be varied by further agreement between the KC Borrower and the Senior Agent;

"Senior Facility Agreement" means the agreement in relation to the Senior Facility between, inter alios, the KC Borrower and the Senior Finance Parties dated 21 April 2004, as amended from time to time;

"Senior Facility Lender" means the Security Trustee;

"Senior Finance Documents" means the Security Documents, the Amendment and Restatement Deed, the Senior Facility Agreement and any Fee Letter, Accession Deed, any Utilisation Request pursuant to the Senior Facility Agreement together with any other document designated as such by the Senior Agent and the KC Borrower;

"Senior Finance Parties" means the Senior Agent, the Senior Arranger, the Senior Facility Lenders and the Security Trustee;

"Standard Securities" means the standard securities in the Required Form to be granted in favour of the Security Trustee by each Obligor in respect of any Properties (as such term is defined in the Senior Facility Agreement) located in Scotland owned by that Obligor from time to time;

"Utilisation Request" means a notice substantially in the form set out in Part I of Schedule 3 of the Senior Facility Agreement;

"2001 Mezzanine Facility" means the mezzanine term loan facility given under the 2001 Mezzanine Facility Letter and the amounts outstanding thereunder at any time and the terms attaching to such facility as may be varied by further agreement between the 2001 Mezzanine Facility Lender and the KAV Borrower;

"2001 Mezzanine Facility Finance Parties" means the 2001 Mezzanine Facility Lender and the Security Trustee;

"2001 Mezzanine Facility Lender means the Security Trustee;

"2001 Mezzanine Facility Letter" means the facility letter relating to the 2001 Mezzanine Facility between the 2001 Mezzanine Facility Lender and the KAV Borrower dated 23 February 2001 as amended by (1) a supplemental agreement between the same parties dated 4 and 11 September 2001, (2) a side letter between the same parties dated 1 and 5 October 2001, (3) a supplemental agreement between the same parties dated 24 May 2002, (4) a supplemental agreement between the same parties dated 24 June 2002 and (5) a supplemental agreement between the same parties dated 8 July 2002, and as further amended from time to time;

"2001 Mezzanine Finance Documents" means the 2001 Mezzanine Facility Letter, the Security Trust Deed and the Security Documents together with any other document designated as such by the 2001 Mezzanine Facility Lender and the KAV Borrower;

"2001 Mezzanine Lender" means the Security Trustee;

"2001 Security Documents" means:

- (a) debenture by KAV Milton Keynes Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (b) floating charge by KAV Milton Keynes Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (c) legal charge by KAV Milton Keynes Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (d) legal charge by KAV Milton Keynes Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (e) legal charge by KAV Milton Keynes Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (f) debenture by KAV Chatham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (g) floating charge by KAV Chatham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (h) legal charge by KAV Chatham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (i) legal charge by KAV Chatham Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (j) debenture by KAV East Grinstead Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (j) floating charge by KAV East Grinstead Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (k) legal charge by KAV East Grinstead Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (l) legal charge by KAV East Grinstead Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (m) debenture by KAV Grantham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (n) floating charge by KAV Grantham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (o) legal charge by KAV Grantham Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (p) legal charge by KAV Grantham Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002.

- (q) debenture by KAV Newcastle Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (r) floating charge by KAV Newcastle Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (s) legal charge by KAV Newcastle Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (t) legal charge by KAV Newcastle Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (u) debenture by KAV St Johns Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (v) floating charge by KAV St Johns Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (w) legal charge by KAV St Johns Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (x) legal charge by KAV St Johns Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (y) debenture by KAV Sutton Coldfield Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (z) floating charge by KAV Sutton Coldfield Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (aa) legal charge by KAV Sutton Coldfield Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (bb) legal charge by KAV Sutton Coldfield Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (cc) debenture by KAV Wolverhampton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (dd) floating charge by KAV Wolverhampton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (ee) legal charge by KAV Wolverhampton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (ff) legal charge by KAV Wolverhampton Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (gg) debenture by KAV Harlow Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (hh) floating charge by KAV Harlow Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;

- (ii) legal charge by KAV Harlow Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;
- (jj) legal charge by KAV Harlow Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (kk) debenture by KAV Watford Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (ll) floating charge by KAV Watford Limited in favour of The Governor and Company of the Bank of Scotland dated 24 May 2002;
- (mm) legal charge by KAV Watford Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (nn) legal charge by KAV Watford Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (oo) legal charge by KAV Watford Limited in favour of The Governor and Company of the Bank of Scotland dated 14 February 2003;
- (pp) debenture by Southdawn Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (qq) floating charge by Southdawn Limited in favour of The Governor and Company of the Bank of Scotland dated 24 May 2002;
- (rr) legal charge by Southdawn Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (ss) legal charge by Southdawn Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (tt) legal charge by Southdawn Limited in favour of The Governor and Company of the Bank of Scotland dated 28 January 2003;
- (uu) debenture by Southtweed Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (vv) floating charge by Southtweed Limited in favour of The Governor and Company of the Bank of Scotland dated 24 May 2002;
- (ww) legal charge by Southtweed Limited in favour of The Governor and Company of the Bank of Scotland dated 27 May 2002;
- (xx) legal charge by Southtweed Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;
- (yy) legal charge by Southtweed Limited in favour of The Governor and Company of the Bank of Scotland dated 28 January 2003;
- (zz) legal charge by KAV Croydon Limited in favour of The Governor and Company of the Bank of Scotland dated 28 June 2002;

(aaa) floating charge by KAV Croydon Limited in favour of The Governor and Company of the Bank of Scotland dated 26 June 2002;

(bbb) debenture by KAV Croydon Limited in favour of The Governor and Company of the Bank of Scotland dated 28 June 2002;

(ccc) floating charge by Kenmore Beneficial House Limited in favour of The Governor and Company of the Bank of Scotland dated 9 August 2002;

(ddd) legal charge by Kenmore Beneficial House Limited in favour of The Governor and Company of the Bank of Scotland dated 9 August 2002;

(eee) debenture by Kenmore Beneficial House Limited in favour of The Governor and Company of the Bank of Scotland dated 9 August 2002;

(fff) legal charge by KAV Gloucester Limited in favour of The Governor and Company of the Bank of Scotland dated 17 July 2002;

(ggg) floating charge by KAV Gloucester Limited in favour of The Governor and Company of the Bank of Scotland dated 15 July 2002;

(hhh) debenture by KAV Gloucester Limited in favour of The Governor and Company of the Bank of Scotland dated 17 July 2002;

(iii) floating charge by KAV Trongate Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;

(jjj) floating charge by KAV Trongate Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002; and

(kkk) standard security by KAV Trongate Limited in favour of The Governor and Company of the Bank of Scotland dated 24 May 2002 re 176-182 Trongate Glasgow, GLA111764.

(lll) floating charge (part satisfied) by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 23 February 2001;

(mmm) floating charge (part satisfied) by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 23 February 2001;

(nnn) legal charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 23 February 2001;

(ooo) legal charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 29 March 2001;

(ppp) standard security by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 10 April 2001;

(qqq) floating charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 3 May 2001;

(rrr) legal charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 12 September 2001;

(sss) floating charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 21 September 2001;

(ttt) legal charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 22 November 2001;

(uuu) floating charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 20 December 2001;

(vvv) legal charge by Kenmore Active Value Limited in favour of The Governor and Company of the Bank of Scotland dated 3 April 2002.

(www) debenture by KAV Stockton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;

(xxx) floating charge by KAV Stockton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;

(yyy) legal charge by KAV Stockton Limited in favour of The Governor and Company of the Bank of Scotland dated 23 April 2002;

(zzz) legal charge by KAV Stockton Limited in favour of The Governor and Company of the Bank of Scotland dated 19 September 2002;

(aaaa) debenture by KAV Manchester Limited in favour of The Governor and Company of the Bank of Scotland dated 17 October 2003;

(bbbb) floating charge by KAV Manchester Limited in favour of The Governor and Company of the Bank of Scotland dated 17 October 2003;

(cccc) legal charge by KAV Manchester Limited in favour of The Governor and Company of the Bank of Scotland dated 17 October 2003;

(dddd) debenture by KAV Jersey Limited in favour of The Governor and Company of the Bank of Scotland dated 22 August 2003;

(eeee) floating charge by KAV Jersey Limited in favour of The Governor and Company of the Bank of Scotland dated 22 August 2003;

(ffff) legal charge by KAV Jersey Limited in favour of The Governor and Company of the Bank of Scotland dated 22 August 2003;

(gggg) debenture by KAV Elgin Limited in favour of The Governor and Company of the Bank of Scotland dated on or around 5 February 2003;

(hhhh) floating charge by KAV Elgin Limited in favour of The Governor and Company of the Bank of Scotland dated on or around 4 February 2003;

(iiii) standard security by KAV Elgin Limited in favour of The Governor and Company of the Bank of Scotland dated 5 February 2003;

(jjjj) debenture by KAV Tullibardine Limited in favour of The Governor and Company of the Bank of Scotland dated 13 June 2003;

(kkkk) floating charge by KAV Tullibardine Limited in favour of The Governor and Company of the Bank of Scotland dated 13 June 2003;

(llll) standard security by KAV Tullibardine Limited in favour of The Governor and Company of the Bank of Scotland dated 13 June 2003;

(mmmm) floating charge by KAV Speke Limited in favour of The Governor and Company of the Bank of Scotland dated 11 December 2002;

(nnnn) debenture by KAV Speke Limited in favour of The Governor and Company of the Bank of Scotland dated 11 December 2002; and

(oooo) legal charge by KAV Speke Limited in favour of The Governor and Company of the Bank of Scotland,

together with the Guarantees and any other Security granted by any Obligor in favour of the 2001 Senior Facility Lender, the 2001 Mezzanine Lender and the KAV Loan Stock Holder before 21 April 2004;

"2001 Senior Facility" means the revolving credit facility of up to £85,000,000 given under the 2001 Senior Facility Letter and the amounts outstanding thereunder at any time and the terms attaching to such facility as may be varied by further agreement between the 2001 Senior Facility Lender and the KAV Borrower;

"2001 Senior Facility Finance Parties" means the 2001 Senior Facility Lender and the Security Trustee;

"2001 Senior Facility Lender" means the Security Trustee;

"2001 Senior Facility Letter" means the facility letter relating to the 2001 Senior Facility between the 2001 Senior Facility Lender and the KAV Borrower dated 23 February 2001 as amended by, (1) a supplemental agreement between the same parties dated 4 and 11 September 2001, (2) a side letter between the same parties dated 1 and 5 October 2001, (3) a supplemental agreement between the same parties dated 24 May 2002, (4) a supplemental agreement between the same parties dated 24 June 2002 and (5) a supplemental agreement between the same parties dated 8 July 2002, and as further amended from time to time;

"2001 Senior Finance Documents" means the 2001 Senior Facility Letter, the Security Trust Deed and the Security Documents, together with any other document designated as such by the 2001 Senior Facility Lender and the KAV Borrower;

"2004 Security Documents" means the Cross Guarantee, Debentures, and Floating Charges, Legal Charges, Standard Securities, Jersey Security, Netherlands Security and Belgian Security, together with any other Security or guarantee granted by any Obligor in favour of the Security Trustee from time to time;

This is the Paper Apart 2 referred to in the foregoing Companies House Form 395 in relation to a Legal Charge by the Company in favour of The Governor and Company of the Bank of Scotland dated 23 September 2004.

Paper Apart 2

3. THE Borrower with full title guarantee charges as security for the Secured Liabilities:-

- 3.1 by way of legal mortgage the Property;
- 3.2 by way of fixed charge all buildings and other structures on, and fixed items to, the Property;
- 3.3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- 3.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
- 3.5 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Security Trustee absolutely subject to redemption upon repayment or discharge the Secured Liabilities;
- 3.6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
- 3.7 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05093187

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd SEPTEMBER 2004 AND CREATED BY KENMORE CAPITAL KNOWSLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 1st OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2004.

P. Cer



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES