

# M

CHFP131

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

074963/26  
**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

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

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

For official use Company number

5367151

\*insert full name of Company

Name of company

Ability 31 Mill Harbour Limited (the "Borrower")

Date of creation of the charge

8 June 2005

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

Debenture (the "Deed")

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower and/or the Guarantor to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Deed (the "Liabilities").

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

The Royal Bank of Scotland Plc (the "Lender")  
280 Bishopsgate  
London

Postcode EC2M 4RB

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

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel: 020 7760 1000  
AJF/R0399.248

3326039.02

Time critical reference

For official Use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0273  
21/06/05

Short particulars of all the property mortgaged or charged

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

- 1 By way of 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 Building Contract, the Professional Contracts, the Sale Agreements, the Occupational Leases, the Headlease, any Hedging Arrangement, (and any other hedging arrangement in which it has an interest whether or not in relation to the Finance Documents) and all interest that the Borrower has in any other agreements in respect of the management and/or operation of the Charged Assets and/or the Development, including in each case all capital monies or other sums including VAT (if any)

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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 *Boris Leight Paine* Date *21.6.05*

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>□</sup>

<sup>□</sup>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 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  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

5367151

Name of Company

Ability 31 Mill Harbour Limited

Limited\*

\* delete if  
inappropriate

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

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

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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

payable under them and the benefit of all covenants and agreements 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 Manuals and 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;
- 2.5 the Borrower's interest (whether as beneficiary or trustee) in any Trust;
- 2.6 the Investments;
- 2.7 the Borrower's Intellectual Property;
- 2.8 if applicable the Borrower's uncalled capital; and
- 2.9 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 Lender by way of fixed equitable charge that the Borrower will (if the Lender so requires) transfer such share or shares to the Lender 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 Sale Proceeds;
  - 3.4 the Accounts and any accounts of the Borrower;
  - 3.5 all monies standing to the credit of the Accounts and any other accounts of the Borrower;
  - 3.6 the Insurances;
  - 3.7 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 Development 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;
  - 3.8 all Causes of Action;
  - 3.9 the monies payable to the Borrower under any Hedging Arrangement;
  - 3.10 the benefit of any Compensation Payment;
  - 3.11 the Borrower's interest in any VAT recoveries in respect of the Charged Assets and/or the Development;
  - 3.12 all estate interest or right whatsoever of the Borrower under the Purchase Contract 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 Contract and the right of the Borrower to the grant of and its estate and interest in any Purchase Contract Realisation and by the Deed the Borrower covenants with the Lender by way of fixed equitable charge that promptly upon completion of any Purchase Contract Realisation the Borrower will execute and deliver to the Lender a charge by way of legal mortgage over such part of the Property on such terms as the Lender may require.
- 4 By way of floating charge all the assets, property and undertaking of the Borrower both

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## Particulars of a mortgage or charge (continued)

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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

5367151

Name of Company

\* delete if  
inappropriate

Ability 31 Mill Harbour Limited

Limited\*

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

present and future, including all its goodwill and uncalled capital for the time being.

**NOTES:**

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

- 1 The Deed provides that paragraphs 1, 2 and 3 above only apply to the extent that they create fixed security and paragraph 4 shall not apply to any asset which is the subject of security under paragraphs 1, 2 or 3 above.
- 2 The Deed provides that the Lender 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 Lender, such Charged Asset is at risk of becoming subject to any encumbrance or is otherwise in jeopardy.
- 3 The Deed contains a provision that at any time on demand by the Lender the Borrower shall complete a legal assignment to the Lender of the Relevant Contracts.
- 4 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 Lender such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Lender 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.
- 5 The deed provides that the Borrower shall be in a position to call a Purchase Contract Realisation it will at once notify that fact to the Lender in writing and will (unless the Lender 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 Contract Realisation it shall be lawful for the Lender or any receiver or agent appointed by it in the name of the Borrower or otherwise to execute such Purchase Contract Realisation.
- 6 The Deed contains a covenant that the Borrower shall not, without the prior written consent of the Lender create or attempt or contract to create or suffer or permit to subsist, any Security Interest 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.
- 7 The Deed contains a covenant that the Borrower shall not, without the prior written consent of the Lender (save, in each case, for the Permitted Disposals) in relation to the Charged Assets:
  - 7.1 sell, convey, assign, release, dispose, realise, part with possession or transfer any of the Charged Assets or any interest in them;
  - 7.2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them; nor
  - 7.3 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 the Business.
- 8 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:
  - 8.1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business;
  - 8.2 (as the Lender 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 Lender shall nominate from time to time;
  - 8.3 not without the prior written approval of the Lender release, exchange, compound, set-off or grant time or indulgence in respect of such Rents and/or Debts; and



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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company Number

5367151

Name of Company

\* delete if  
inappropriate

Ability 31 Mill Harbour Limited

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

8.4 without prejudice to the generality of note 5 above, not without the prior written approval of the Lender exchange, set-off, compound, factor, discount, sell or otherwise deal with or dispose of all or any such Rents and/or Debts.

9 The Deed contains a provision that following an Event of Default or Potential Event of Default or where, in the opinion of the Lender any of the Charged Assets are at risk of becoming subject to any encumbrance or are otherwise in jeopardy, the Lender may (without notice to or consent from the Borrower and in the Borrower's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

10 The Deed contains or incorporates the following definitions:

<i>Accounts</i>	(as defined in the Facility Agreement) the Current Account, the Sale Proceeds Account, the Affordable Housing Proceeds Account, the Retentions Account, the Section 106 Account and the VAT Account (all as defined in the Facility Agreement) and such other accounts maintained by the Borrower under the Finance Documents;
<i>Affordable Housing Guarantee</i>	(as defined in the Facility Agreement) a guarantee in favour of the Borrower from a counterparty acceptable to the Lender to guarantee that at least £14,500,000 will be paid to the Borrower in respect of the sale of the affordable housing Units at the Property;
<i>Affordable Housing Sale Agreement</i>	(as defined in the Facility Agreement) an agreement for the sale of the affordable housing Units to be constructed as part of the Development to be made between the Seller or the Borrower and an Approved RSL;
<i>Approved RSL</i>	a registered social landlord appointed by the Lender which shall include Swan Housing Association Limited;
<i>Architect</i>	(as defined in the Facility Agreement) BUJ Architects, Cinnabar Wharf, 26 Wapping High Street, London E1W 1NG or such other firm agreed between the Lender and the Borrower;
<i>Borrower</i>	Ability 31 Mill Harbour Limited including its successors in title and assigns;
<i>Building Contract</i>	(as defined in the Facility Agreement) a fixed price building contract for the construction of the Development and each and every contract, bond or guarantee relating to the Development in which the Borrower has any benefit;
<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 Facility Agreement) each and all of the assets, property, undertaking and other interests from time to time in respect of which a Security Interest has been created or intended to be created under a Finance Document and the subject matter of each of them;
<i>Compensation Payment</i>	monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
<i>Debts</i>	(as defined in the Facility Agreement) 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>Development</i>	(as defined in the Facility Agreement) the development of the Property into a 22 storey tower containing 361 private residential apartments, 151 affordable housing apartments, 10,200 square foot of retail and restaurant space and 270 car parking spaces;
<i>Event of Default</i>	(as defined in the Facility Agreement) any event specified in schedule 6 of the Facility Agreement (whether or not declared);
<i>Facility Agreement</i>	a facility agreement dated on or about the date of this deed and made between the Borrower (1), the Lender (2) and Ability Developments Limited (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;

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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  
black type, or bold  
block lettering

Company Number

5367151

Name of Company

Ability 31 Mill Harbour Limited

Limited\*

\* delete if  
inappropriate

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 Documents</i>	(as defined in the Facility Agreement) each and all of the Facility Agreement, the Security Documents, the Collateral Warranties from the Contractor and each member of the Professional Team (all as defined in the Facility Agreement), the Hedging Arrangement and all other documents or instruments granted or created in favour or for the benefit of the Lender under the Facility Agreement and any other document so designated by any of the parties now or in the future;
<i>Guarantor</i>	Ability Developments Limited whose registered office is at Langley House, Park Road, East Finchley, London N2 8EX;
<i>Headlease</i>	(as defined in the Facility Agreement) any lease or underlease under which any Obligor holds the Property;
<i>Hedging Arrangement</i>	(as defined in the Facility Agreement) any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement in relation to the Finance Documents;
<i>Insurances</i>	(as defined in the Facility Agreement) all insurances from time to time taken out in respect of the Charged Assets and/or the construction of the Development and all buildings, structures, plant, machinery and equipment included in or on the Property and any Obligor's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them;
<i>Intellectual Property</i>	(as defined in the Facility Agreement) any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names 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;
<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 this deed, any income, offer, right or benefit in respect of any such investment;
<i>Lender</i>	The Royal Bank of Scotland plc including its successors in title and assigns;
<i>Managing Agent</i>	(as defined in the Facility Agreement) such other person approved by the Lender appointed or to be appointed as a managing agent of the Property under a managing agent's agreement approved by the Lender;
<i>Managing Agent's Agreement</i>	(as defined in the Facility Agreement) a managing agent's agreement to be entered into relating to the management of the Property and any such other agreement from time to time with a Managing Agent, in such form acceptable to the Lender;
<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 and/or the Development including all Manuals;
<i>Obligors</i>	(as defined in the Facility Agreement) each and all of the Borrower and the Guarantor;
<i>Occupational Leases</i>	(as defined in the Facility Agreement) each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Obligors interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them;
<i>Permitted Disposals</i>	(as defined in the Facility Agreement) at any time prior to an Event of Default or Potential Event of Default (which is continuing) a sale of any Unit in the agreed form specifying a completion date no later than 30 days after Practical Completion (as defined in the Facility Agreement) of the relevant Unit and on and on terms acceptable to the Lender on an arms length basis with all deposits fully paid in accordance with the Sale Agreement and at a price not less than the estimated sale price of that Unit as set out in the Final Development Appraisal (as defined in the Facility Agreement);

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## Particulars of a mortgage or charge (continued)

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

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

Company Number

5367151

Name of Company

Ability 31 Mill Harbour Limited

Limited\*

\* delete if  
inappropriate

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>Potential Event of Default</i>	(as defined in the Facility Agreement) any event or circumstance (whether or not declared) which, with the lapse of time and/or giving of notice, and/or the fulfilment of any other condition, might constitute an Event of Default;
<i>Professional Contracts</i>	(as defined in the Facility Agreement) each and all of the contracts in which the Borrower has any benefit now or in future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property and/or the Development, including the engagements with the Professional Team and all bonds or guarantees relating to the performance of all or any of those contracts;
<i>Professional Team</i>	(as defined in the Facility Agreement) each and all of: (a) the Architect; (b) Monk Dunstone Associates Limited, 17 Grosvenor Hill, Mayfair, London W1K 3QB (being the employers agent, quantity surveyor and planning supervisor); (c) Walsh Associates, 32 Lafone Street, London SE1 2LX (being the Structural Engineer); and (d) A & G Partnership, 203 Victoria Street, London SW1E 5NE (being the Mechanical & Electrical Services Engineers), and such other consultants and advisers selected by the Borrower (if any) and approved by the Lender;
<i>Property</i>	the property details of which are set out in schedule 1 below;
<i>Purchase Contract</i>	the agreement for the purchase of the Property dated 23 February 2005 between the Seller (1), the Guarantor (2) and Weston Homes Group Plc (3);
<i>Purchase Contract Realisation</i>	any conveyance, transfer or lease from time to time in connection with the Purchase Contract;
<i>Relevant Contracts</i>	(as defined in the Facility Agreement) each and all of the Building Contract, the Professional Contracts, the Affordable Housing Sale Agreement, the Affordable Housing Guarantee, the Sale Agreements, the Occupational Leases, the Headlease, the Purchase Contract, any Hedging Arrangement, the Managing Agent's Agreement, the policies and/or contracts relating to the Insurances and any other agreements now or in the future assigned or charged by the Finance Documents and all bonds or guarantees relating to the performance of all or any of those contracts;
<i>Rents</i>	(as defined in the Facility Agreement) all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss;
<i>Sale Agreements</i>	(as defined in the Facility Agreement) each and all of the agreements now or in the future in force for the sale or other disposal or realisation of a Unit(s) and of the Property, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent;
<i>Sale Proceeds</i>	(as defined in the Facility Agreement) all capital monies or other sums or other consideration payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them;
<i>Security Documents</i>	(as defined in the Facility Agreement) each and all of the documents referred to in schedule 2 of the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future;
<i>Security Interest</i>	(as defined in the Facility Agreement) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;
<i>Seller</i>	(as defined in the Facility Agreement) Weston Homes (31 Millharbour) Limited (company number 4960119);
<i>Trust</i>	any trust or trust fund including any pension fund.
<i>Unit</i>	(as defined in the Facility Agreement) each and all of: (a) the 361 private residential apartments (b) the 151 affordable residential apartments; and (b) the restaurant and retail space, comprised in the Development as set out in the Final Development Appraisal (as defined in the Facility Agreement); and

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

Company Number

5367151

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

Name of Company

\* delete if  
inappropriate

Ability 31 Mill Harbour Limited

Limited\*

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

VAT	(as defined in the Facility Agreement) value added tax or any similar or substitute tax.
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Please complete  
legibly, preferably in  
black type, or bold  
block lettering

**Schedule 1**

The freehold land known as 31-39 Millharbour London and registered at the Land Registry with absolute title under title number EGL427223

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05367151

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th JUNE 2005 AND CREATED BY ABILITY 31 MILL HARBOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ABILITY DEVELOPMENTS LIMITED TO THE ROYAL BANK OF SCOTLAND plc 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 21st JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 2005.

A handwritten signature in black ink, followed by the official seal of the Registrar of Companies, which is a circular emblem with a 'C' and 'H' inside.

*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES