

## Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05495284

Name of company

\* LXB Properties (Didcot II) Limited (the **Chargor**)

Date of creation of the charge

14 September 2005

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

Guarantee and Debenture (the **Guarantee and Debenture**) made between the **Chargor** and The Royal Bank of Scotland plc as trustee for the Finance Parties (defined below) (the **Security Trustee**).

Amount secured by the mortgage or charge

The liabilities of the Charging Group Entities (defined below) to the Finance Parties under or pursuant to the Finance Documents (defined below) except for any liabilities which, if secured by the Guarantee and Debenture, would result in a contravention by the **Chargor** of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

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

The Royal Bank of Scotland plc of 8th Floor, 280 Bishopsgate, London (as **Security Trustee**)

Postcode EC2M 4RB

Please return  
via

CH London Counter reserator's name address and  
reference (if any):

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

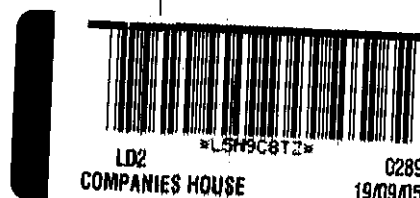
JRM/LAF/70102.00145/7201491

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



1. As a continuing security to secure the payment and discharge of the Secured Liabilities the Chargor charged with full title guarantee:

1.1 The Chargor charged:

(a) by way of legal mortgage its interest in the freehold property known as 136-144 The Broadway, 3-5 Station Road, 1&2 Market Place, 1/1A Station Road, Didcot, Oxfordshire registered at the Land Registry under title number ON173204; and

(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (defined below) but excluding the Scottish Property (defined below).

1.2. The Chargor mortgaged or (if or to the extent that the Guarantee and Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments (as defined in the Guarantee and Debenture), including those held for it by any nominee.

(Continued on doc 7201489)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Denton Wilde Sapte*

Date

*16 September 2005*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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1.3. The Chargor charged by way of fixed charge all Plant and Machinery (defined below) in so far as it is not charged by way of legal mortgage under clause 1.1 above.

1.4. The Chargor charged by way of fixed charge:

(a) all Book Debts (defined below); and

(b) all benefits, rights and Security (defined below) held in respect of, or to secure the payment of, the Book Debts.

1.5. The Chargor charged by way of fixed charge all amounts standing to the credit of any account (including without limitation any Account (defined below)) in its name or to which it is beneficially entitled.

1.6. The Chargor charged by way of fixed charge all Intellectual Property Rights (as defined in the Guarantee and Debenture).

1.7. The Chargor charged by way of fixed charge its goodwill.

1.8. The Chargor charged by way of fixed charge its uncalled capital

1.9. The Chargor charged by way of fixed charge the benefit of all Authorisations (defined below) held in relation to any Security Asset (defined below).

1.10. The Chargor assigned absolutely all its rights and interests in and under:

(a) the Assigned Agreements (defined below);

(b) all Rental Income (defined below);

(c) all payments, repayments and refunds of VAT due or owing by Her Majesty's Revenue and Customs.

1.11. The Chargor assigned absolutely all its rights and interests in the Collateral Warranties (as defined in the Facility Agreement).

1.12. The Chargor assigned absolutely all its rights and interests under all contracts and policies of insurance.

1.13. The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements and insurances which are effectively assigned by clauses 1.10 and 1.12 respectively.

1.14. The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this clause 1 and expressly including all such present and future business, undertaking and assets whatsoever situated in Scotland whether the same are effectively mortgaged, charged by way of fixed charge or assigned under this clause 1 or otherwise.

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1.14.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Guarantee and Debenture.

1.15. Subject to Clause 4.15.2 of the Guarantee and Debenture, if or to the extent that for any reason the assignment or charging of an Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee.

## 2. Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security (defined below).

## 3. Definitions

**Accounts** has the meaning given to it in the Facility Agreement.

**Assigned Agreements** means:

- (a) the Management Agreement;
- (b) any Hedging Agreements;
- (c) any Partnership Agreements; and
- (d) any Joint Venture Agreements,

each as defined in the Guarantee and Debenture.

**Associate** has the meaning given in the Facility Agreement.

**Authorisation** means an authorisation, consent (including an Environmental Consent), approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means:

- (a) all the Company's book debts; and
- (b) all other debts and moneys payable to or receivable by the Company except for those referred to in clause 1.5 above.

**Charging Group Entity** means:

- (a) LXB Borrower Limited (registered number 545168) and LXB Smallco Borrower Limited (registered number 5465170) (each a **Company**) and each Subsidiary of a Company (each a **Charging Group Company**); and
- (b) each Associate of a Charging Group Entity,

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which has granted or is by the terms of the Facility Agreement to grant, any Security Document which has not been released in full; and

(c) any Trust and any Investment Subsidiary of any Trust,

(i) which has granted, or is by the terms of the Facility Agreement to grant, any Security Document; or

(ii) the Units (or equivalent) of which are the subject of Security granted by a Charging Group Entity, which has not been released in full,

and **Companies, Charging Group Companies and Charging Group Entities** shall be construed accordingly.

**Facility Agreement** means the facility agreement dated 28 June 2005 between among others, LXB Borrower Limited, LXB Smallco Borrower Limited, the Lenders and the Security Trustee.

**Finance Document** means the Facility Agreement, any Hedging Agreement, the Hedging Strategy Letter, any Security Document (each as defined in the Facility Agreement) and any other document designated as such by the Agent and the Companies.

**Finance Party** means an Arranger, the Agent, the Security Trustee, a Lender or a Hedging Counterparty (each as defined in the Facility Agreement) .

**Investment Subsidiary** has the meaning given in the Facility Agreement.

**Permitted Security** means:

(a) any Security created by the Security Documents;

(b) any liens arising solely by operation of law and in the ordinary course of business securing amounts not more than 21 days overdue;

(c) any retention of title to goods supplied to any Charging Group Entity in the ordinary course of its business activities on normal commercial terms; or

(d) any netting or set-off arrangement entered into by a Charging Group Entity in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances; or

(e) the HboS Security (as defined in the Facility Agreement); or

(f) any other Security notified to the Agent to which the Agent (acting on the instructions of the Majority Lenders has given its prior written consent.

**Plant and Machinery** means all fixed and moveable plane, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Regulations** means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I2003/3226) or

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equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Rental Income** has the meaning given to it in the Facility Agreement.

**Scottish Property** means all heritable and leasehold property now or at any time during the Security Period (as defined in the Facility Agreement) belonging to the Chargor and situated in Scotland.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all of the Shares and Dividends of the Chargor which are the subject of any Security created or to be created by the Guarantee and Debenture.

**Subsidiary** means a subsidiary within the meaning of section 736 of the Companies Act 1985.

**Trust** means a trust or a unit trust.

**Unit** has the meaning given in any Instrument establishing a Trust.

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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. 05495284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 14th SEPTEMBER 2005 AND CREATED BY LXB PROPERTIES (DIDCOT II) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING GROUP ENTITIES TO THE FINANCE PARTIES 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 19th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd SEPTEMBER 2005 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —