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of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

☐ ☐ 2

Name of company

* MACNIVEN & CAMERON (MAIDSTONE) LIMITED ("THE COMPANY")

Date of creation of the charge

21 SEPTEMBER 2007

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

DEBENTURE

Amount secured by the mortgage or charge

PLEASE SEE CONTINUATION SHEET

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

ANGLO IRISH ASSET FINANCE PLC (Registered in England No 03091082) having
its registered office at 10 Old Jewry, London ("THE BANK")

Postcode EC2R 8DN

Presentor's name, address and
reference (if any)Glovers Solicitors LLP
115 Park Street
London W1K 7DY
DX 44438 Marble Arch

Ref: RG/ZP/A0044192/4

Time critical reference

For official use (02/00)

Mortgage Section

Post room

WEDNESDAY



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433

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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A fee 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)

Signed GLOVERS SOLICITORS LLP *Edward Shaw* Date 2 OCTOBER 2007

On behalf of ~~company~~ mortgagee/chargee

Notes

† Delete as
appropriate

- 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 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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

05856315

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Name of company

MACNIVEN & CAMERON (MAIDSTONE)

Limited*

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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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- 1 ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE COMPANY TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3 1 OF THE DEBENTURE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREAFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE COMPANY TO THE BANK OR FOR WHICH THE COMPANY MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY MANNER WHATEVER (WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON OR CORPORATE BODY AND IN WHATEVER STYLE OR FORM AND WHETHER AS PRINCIPAL OR SURETY) INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE) ALL LIABILITIES IN CONNECTION WITH FOREIGN EXCHANGE TRANSACTIONS AND FOR ACCEPTING ENDORSING OR DISCOUNTING ANY NOTES OR BILLS AND/OR UNDER BONDS GUARANTEES INDEMNITIES DOCUMENTARY OR OTHER CREDITS OR ANY INSTRUMENTS WHATSOEVER FROM TIME TO TIME ENTERED INTO BY THE BANK FOR OR AT THE REQUEST OF THE COMPANY OR FOR ANY OTHER MATTER OR THING WHATSOEVER INCLUDING INTEREST TO THE DATE OF REPAYMENT (CALCULATED AT THE INTEREST RATE AND PAYABLE AS WELL AFTER AS BEFORE JUDGEMENT OR THE INSOLVENCY OF THE COMPANY) COMMISSION FEES AND OTHER CHARGES AND ALL LEGAL AND OTHER COSTS CHARGES AND EXPENSES ON A FULL INDEMNITY BASIS TOGETHER WITH ANY VALUE ADDED TAX AT THE APPLICABLE RATE WHICH MAY BE OR BECOME DUE IN RESPECT OF ALL OR ANY SUCH MATTERS
- 2 ALL OTHER LIABILITIES WHATSOEVER OF THE COMPANY TO THE BANK PRESENT FUTURE ACTUAL OR CONTINGENT
- 3 ALL COSTS AND MORTGAGEES' OR CHARGEES' EXPENSES ARISING UNDER THE DEBENTURE AS THEREIN PROVIDED

TOGETHER IN EACH CASE WITH INTEREST THEREON FROM DAY TO DAY FROM DEMAND UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGEMENT OR THE INSOLVENCY OF THE COMPANY) AT THE INTEREST RATE

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

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FIRST THE FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY WHEREVER SITUATE BOTH PRESENT AND FUTURE INCLUDING BUT NOT LIMITED TO THE "SPECIFICALLY CHARGED PROPERTY" - BEING

(1) ALL THAT FREEHOLD LAND AND BUILDINGS BEING 23 TO 27 HIGH STREET AND 1, 3, 5, 7 & 9 PUDDING LANE, ALL MAIDSTONE, KENT AS ARE REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER K530689

(2) ALL THAT FREEHOLD LAND AND BUILDINGS BEING 7 PUDDING LANE, MAIDSTONE, KENT AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER K561276 -

AND ALL BUILDINGS AND ERECTIONS AND FIXTURES (INCLUDING TRADE FIXTURES) AND FITTINGS FROM TIME TO TIME ON OR IN ANY SUCH PROPERTY AND ALL RENTS AND OTHER INCOME DERIVED FROM ANY SUCH PROPERTY OR TO WHICH THE COMPANY MAY BE OR BECOME ENTITLED THEREFROM TOGETHER WITH THE RIGHT TO RECOVER THE SAME (BY ACTION OR OTHERWISE) IN THE NAME OF AND FOR THE ACCOUNT OF THE COMPANY,

SECONDLY ALL FURNITURE FURNISHINGS EQUIPMENT AND PLANT OF EVERY NATURE WITHIN OR ON THE SPECIFICALLY CHARGED PROPERTY TOGETHER WITH ALL OTHER PLANT MACHINERY VEHICLES COMPUTERS AND OFFICE AND OTHER EQUIPMENT OF THE COMPANY BOTH PRESENT AND FUTURE (EXCLUDING STOCK IN TRADE OF THE COMPANY),

THIRDLY ALL STOCKS SHARES BONDS AND SECURITIES OF ANY KIND WHATSOEVER WHETHER MARKETABLE OR OTHERWISE AND ALL OTHER INTERESTS (INCLUDING BUT NOT LIMITED TO LOAN CAPITAL) OF THE COMPANY BOTH PRESENT AND FUTURE IN ANY COMPANY FIRM CONSORTIUM OR ENTITY WHERESOEVER SITUATE INCLUDING ALL ALLOTMENTS ACCRETIONS OFFERS RIGHTS BENEFITS AND ADVANTAGES WHATSOEVER AT ANY TIME ACCRUING OFFERED OR ARISING IN RESPECT OF OR INCIDENTAL TO THE SAME AND ALL STOCKS SHARES RIGHTS MONEY OR PROPERTY ACCRUING THERETO OR OFFERED AT ANY TIME BY WAY OF CONVERSION REDEMPTION BONUS PREFERENCE OPTION OR OTHERWISE,

FOURTHLY ALL BOOK AND OTHER DEBTS REVENUES AND CLAIMS BOTH PRESENT AND FUTURE (INCLUDING CONTRACTUAL RIGHTS AND OTHER THINGS IN ACTION WHICH MAY GIVE RISE TO A DEBT REVENUE OR CLAIM) DUE OR OWING OR WHICH MAY BECOME DUE OR OWING TO OR PURCHASED OR OTHERWISE ACQUIRED BY THE COMPANY AND THE FULL BENEFIT OF ALL RIGHTS AND REMEDIES RELATING THERETO INCLUDING BUT NOT LIMITED TO ANY NEGOTIABLE OR NON-NEGOTIABLE INSTRUMENTS GUARANTEES INDEMNITIES DEBENTURES CHARGES AND OTHER SECURITY AND ANY RESERVATION OF PROPRIETARY RIGHTS ANY RIGHTS OF SET OFF RIGHTS OF TRACING LIENS THE BENEFIT OF ANY INSURANCE PROCEEDS AND ALL OTHER RIGHTS AND REMEDIES IN RESPECT OF THEM,

FIFTHLY THE UNCALLED CAPITAL GOODWILL AND CONNECTION AND ALL PATENTS PATENT APPLICATIONS TRADE MARKS TRADE NAMES REGISTERED DESIGNS DESIGN RIGHTS AND COPYRIGHTS ALL TRADE SECRETS AND KNOW HOW AND ALL LICENCES AND ANCILLARY AND CONNECTED RIGHTS RELATING TO THE INTANGIBLE PROPERTY BOTH PRESENT AND FUTURE OF THE COMPANY,

SIXTHLY THE UNDERTAKING AND ALL OTHER PROPERTY ASSETS AND RIGHTS OF THE COMPANY WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE (INCLUDING BUT NOT LIMITED TO THE STOCK IN TRADE OF THE COMPANY AND ALL OFFICE SUPPLIES AND OTHER ITEMS CONSUMED OR USED UP DURING THE COURSE OF THE COMPANY'S NORMAL TRADING ACTIVITIES) AND THE PREMISES FIRST SECONDLY THIRDLY FOURTHLY AND FIFTHLY DESCRIBED (IF AND IN SO FAR ONLY AS THE CHARGES THEREON SHALL FOR ANY REASON BE INEFFECTIVE AS FIXED CHARGES OR OPERATE ONLY AS FLOATING CHARGES)

THE CHARGES CREATED BY THE DEBENTURE SHALL AS REGARDS THE ASSETS FIRST SECONDLY THIRDLY FOURTHLY AND FIFTHLY DESCRIBED ABOVE RANK AS FIRST FIXED CHARGES AND

PLEASE SEE CONTINUATION SHEET

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

05856315

Please complete
legibly, preferably
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Name of company

MACNIVEN & CAMERON (MAIDSTONE)

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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Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

**Please complete
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No.	Name	Age	Sex	Religion	Marital Status	Occupation	Education
1	John Doe	35	Male	Christian	Married	Teacher	High School
2	Jane Smith	28	Female	Muslim	Single	Nurse	College
3	Robert Johnson	42	Male	Hindu	Married	Engineer	University
4	Maria Garcia	31	Female	Buddhist	Married	Doctor	Postgraduate
5	David Lee	25	Male	Jewish	Single	Artist	High School
6	Emily White	38	Female	Sikh	Married	Lawyer	College
7	Michael Brown	22	Male	Christian	Single	Student	High School
8	Sarah Green	45	Female	Muslim	Married	Homemaker	High School
9	James Black	33	Male	Hindu	Married	Software Engineer	University
10	Alice King	29	Female	Buddhist	Single	Writer	College
11	Benjamin Hill	40	Male	Jewish	Married	Businessman	High School
12	Olivia Scott	27	Female	Sikh	Single	Researcher	University
13	William Adams	36	Male	Christian	Married	Farmer	High School
14	Isabella Baker	24	Female	Muslim	Single	Designer	College
15	Christopher Evans	41	Male	Hindu	Married	Manager	University
16	Sophia Foster	30	Female	Buddhist	Married	Chef	High School
17	Matthew Gray	26	Male	Jewish	Single	Musician	College
18	Charlotte Hall	39	Female	Sikh	Married	Teacher	High School
19	Benjamin King	23	Male	Christian	Single	Student	High School
20	Amelia Knight	43	Female	Muslim	Married	Homemaker	High School
21	Lucas Knight	34	Male	Hindu	Married	Software Engineer	University
22	Evelyn Knight	29	Female	Buddhist	Single	Writer	College
23	Samuel Knight	40	Male	Jewish	Married	Businessman	High School
24	Victoria Knight	27	Female	Sikh	Single	Researcher	University
25	Isaac Knight	36	Male	Christian	Married	Farmer	High School
26	Grace Knight	24	Female	Muslim	Single	Designer	College
27	Henry Knight	41	Male	Hindu	Married	Manager	University
28	Abigail Knight	30	Female	Buddhist	Married	Chef	High School
29	Thomas Knight	26	Male	Jewish	Single	Musician	College
30	Elizabeth Knight	39	Female	Sikh	Married	Teacher	High School

Short particulars of all the property mortgaged or charged (continued)

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1 AS REGARDS ALL THE PROPERTY IN RESPECT OF WHICH A LEGAL ESTATE IS NOW VESTED IN THE COMPANY SHALL CONSTITUTE A CHARGE BY WAY OF LEGAL MORTGAGE THEREON AND

2 AS REGARDS ALL THE PROPERTY IN RESPECT OF WHICH A LEGAL ESTATE IS VESTED IN THE COMPANY AT ANY FUTURE TIME DURING THE CONTINUANCE OF THIS SECURITY SHALL CONSTITUTE A CHARGE BY WAY OF LEGAL MORTGAGE THEREON IMMEDIATELY THE DOCUMENTS OF TITLE IN RELATION TO THE SAME ARE DEPOSITED WITH THE BANK (WITHOUT ANY FURTHER ASSURANCE BY THE COMPANY OR INTERVENTION BY THE BANK)

AND AS TO THE PREMISES SIXTHLY DESCRIBED SHALL BE A FIRST FLOATING CHARGE (SUBJECT TO CLAUSE 2.4 OF THE DEBENTURE WHICH PROVIDES THAT THE CHARGE SHALL AUTOMATICALLY WITHOUT NOTICE OPERATE AS A FIXED CHARGE INSTANTLY IF THE COMPANY CHARGES PLEDGES OR OTHERWISE ENCUMBERS (WHETHER BY WAY OF FIXED OR FLOATING SECURITY) ANY OF THE ASSETS SIXTHLY DESCRIBED OR ATTEMPTS TO DO SO WITHOUT THE PRIOR CONSENT IN WRITING OF THE BANK OR IF ANY CREDITOR OR OTHER PERSON ATTEMPTS TO LEVY ANY DISTRESS EXECUTION SEQUESTRATION OR OTHER PROCESS AGAINST THOSE ASSETS

THE DEBENTURE CONTAINS COVENANTS (INTER ALIA) THAT THE COMPANY WILL NOT WITHOUT THE PRIOR CONSENT IN WRITING OF THE BANK

1 CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY OTHER MORTGAGE DEBENTURE CHARGE OR PLEDGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE (SAVE A LIEN ARISING BY OPERATION OF LAW IN THE ORDINARY COURSE OF TRADING) TO ARISE ON OR AFFECT THE CHARGED ASSETS RANKING IN PRIORITY TO OR PARI PASSU WITH THE DEBENTURE

2. PART WITH POSSESSION OF ASSIGN TRANSFER SELL LEASE OR OTHERWISE DISPOSE OF THE INTEREST OF THE COMPANY IN THE CHARGED ASSETS OR ANY PART THEREOF OR ATTEMPT OR AGREE SO TO DO (EXCEPT IN THE CASE OF STOCK IN TRADE WHICH MAY BE SOLD AT MARKET VALUE IN THE USUAL COURSE OF TRADING ONLY NOW CONDUCTED AND FOR THE PURPOSE OF CARRYING ON THE NORMAL BUSINESS OF THE COMPANY AND IN THE CASE OF ALL OFFICE SUPPLIES AND OTHER ITEMS WHICH ARE CONSUMED AND USED UP DURING THE COURSE OF THE COMPANY'S NORMAL TRADING ACTIVITIES).

3. CREATE OR PERMIT TO EXIST ANY MORTGAGE CHARGE DEBENTURE OR PLEDGE UPON ANY OF THE CHARGED ASSETS WHICH WILL RANK AFTER THE CHARGES CONTAINED IN THE DEBENTURE (PROVIDED THAT THE CONSENT OF THE BANK SHALL NOT BE UNREASONABLY WITHHELD)

THERE IS LIKEWISE A COVENANT NOT WITHOUT THE WRITTEN CONSENT OF THE BANK TO PART WITH POSSESSION OF THE PROPERTY OR ANY PART OR GRANT A TENANCY OR LEASE OR ACCEPT A SURRENDER OF ANY TENANCY OR LEASE RELATING TO THE PROPERTY OR ANY PART THEREOF NOR TO RELEASE OR VARY ANY OF THE TERMS OF NOR GRANT ANY CONSENT LICENCE OR PERMISSION UNDER ANY SUCH TENANCY OR LEASE NOR AGREE ANY RENT REVIEW NOR EXERCISE ANY POWER TO DETERMINE OR EXTEND THE SAME TO THE INTENT THAT THE STATUTORY AND OTHER POWERS OTHERWISE AVAILABLE TO THE COMPANY IN RESPECT OF ALL OR ANY SUCH MATTERS SHALL NOT BE EXERCISABLE DURING THE CONTINUANCE OF THIS SECURITY WITHOUT THE BANK'S CONSENT

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

05856315

Please complete
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Name of company

MACNIVEN & CAMERON (MAIDSTONE)

Limited*

*Delete if
inappropriate

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

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
 11. *Footnotes*
 12. *Endnotes*
 13. *Supplementary Material*
 14. *Tables*
 15. *Figures*
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Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

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THERE IS A FURTHER COVENANT TO INFORM THE BANK FORTHWITH IF THE COMPANY ACQUIRES OR AGREES TO ACQUIRE ANY INTEREST IN FREEHOLD OR LEASEHOLD PROPERTY AND TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK DURING THE CONTINUANCE OF THIS SECURITY TO HOLD AND RETAIN ALL DEEDS AND DOCUMENTS OF TITLE RELATING TO THE PROPERTY OR ANY PART THEREOF AND SUCH OTHER DOCUMENTS RELATING TO THE PROPERTY AS THE BANK MAY FROM TIME TO TIME REQUIRE

AND A FURTHER COVENANT AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO PROVIDE SUCH INSTRUCTIONS AND AUTHORITIES ADDRESSED TO OR IN FAVOUR OF THE BANK OR OTHERWISE AND IN SUCH FORM AS THE BANK SHALL REQUIRE (INCLUDING ANY SUCH AS ARE REQUIRED FOR OR RELATE TO THE DUE PERFORMANCE OF THE COMPANY'S OBLIGATIONS UNDER ANY OTHER COVENANT IN THE DEBENTURE) AND TO EXECUTE SUCH FURTHER LEGAL OR OTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS IN FAVOUR OF THE BANK AS THE BANK SHALL FROM TIME TO TIME REQUIRE OVER ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN WHICH MAY COME INTO THE POSSESSION OF OR BE UNDER THE CONTROL OF THE COMPANY (INCLUDING ANY INTEREST WHICH IS OR IS RELATED TO A FREEHOLD OR LEASEHOLD INTEREST IN THE PROPERTY WHICH IS SUPERIOR TO THE CURRENT LEASEHOLD INTEREST OF THE COMPANY IN THE PROPERTY AND ALL RIGHTS AND REMEDIES RELATING THERETO BOTH PRESENT AND FUTURE (INCLUDING ANY VENDOR'S LIEN) TO SECURE ALL MONIES OBLIGATIONS AND LIABILITIES THEREBY COVENANTED TO BE PAID OR OTHERWISE THEREBY SECURED SUCH FURTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE COMPANY AND TO CONTAIN AN IMMEDIATE POWER OF SALE WITHOUT NOTICE A CLAUSE EXCLUDING SECTION 93 AND THE RESTRICTIONS CONTAINED IN SECTION 103 OF THE LAW OF PROPERTY ACT 1925 AND SUCH OTHER CLAUSES FOR THE BENEFIT OF THE BANK AS THE BANK MAY REASONABLY REQUIRE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05856315

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st SEPTEMBER 2007 AND CREATED BY MACNIVEN & CAMERON (MAIDSTONE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH ASSET FINANCE PLC 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 3rd OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th OCTOBER 2007

Dx. a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES