

054792/13

395

M

CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Please do not write in this margin

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

* Insert full name of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

1111

5904675

Name of company

*Tothill Limited

Date of creation of the charge

30 NOVEMBER 2006

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

Debenture dated 30 November 2006 (the "Debenture") between Broadgate Developments No.2 Limited (the "Lender") (1) and Tothill Limited (the "Borrower") (2)

Amount secured by the mortgage or charge

The Borrower covenants to pay and discharge to the Lender when the same shall be or become due all monies which may now or at any time in the future be owed by the Borrower to the Lender (the Indebtedness) pursuant to any loan agreement entered into between the Lender and the Borrower from time to time.

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

BROADGATE DEVELOPMENTS No.2 LIMITED incorporated and registered in England and Wales with company number 5803500 and whose registered office is at 26 Great Portland Street, London, W1


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

Speechly Bircham
6 St Andrew Street
London
EC4A 3LX
DX 54 Chancery Lane

Time critical reference

For official use (02/2006)
Mortgage Section

Post room



LD3 *LFUMLC9* 315
COMPANIES HOUSE 14/12/2006

Short particulars of all the property mortgaged or charged

As security for the payment and discharge of the Indebtedness the Borrower hereby charges to the Lender, with full title guarantee:

1. by way of legal mortgage all freehold property now or in the future vested in the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon;
2. by way of fixed charge:
 - (a) the freehold land being Scarisbrick Hall, Southport Road, Scarisbrick L40 9RH and which is registered at the HM Land Registry with title absolute under number LA829155;
 - (b) all other freehold and leasehold property now or in the future to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon;
 - (c) all plant and machinery now or in the future belonging to the Borrower other than fixed plant and machinery;
 - (d) all book debts and other debts now or in the future due or owing to the Borrower;

Please do not write in this margin

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

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 *Specialty Bank Ltd*

Date *13/12/06*

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

[†] Delete as appropriate

Notes

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

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

Please do not
write in this
margin

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

(e) all stocks shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom;

(f) the goodwill of the Borrower and its uncalled capital for the time being;

(g) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Borrower or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Borrower or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

(h) all present and future book and other debts and monetary claims of the Borrower whether payable now or in the future and the benefit of all present and future rights and claims of the Borrower against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub clause 2.1 of the Debenture);

(i) all present and future bank accounts, cash at bank and credit balances of the Borrower with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

2.1.3 By way of floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or by way of fixed charge under this Debenture.

2.2 The Lender may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

2.3 The Borrower with full title guarantee and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Indebtedness hereby assigns to the Lender by way of security all the Borrower's right, title and interest, present and future, in and to:-

2.3.1 any income arising from any of the assets charged under clause 2.1;

2.3.2 all policies of insurances maintained by or on behalf of the Borrower and all claims and returns of premiums in respect thereof;

2.3.3 the benefit of any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by the Borrower or any other person or given or granted to the Borrower and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Borrower under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Borrower thereunder) and all of each such Borrower's rights, claims or remedies now or hereafter in existence arising thereunder, or to which the Borrower is now or may hereafter become entitled in relation to the assets charged under clause 2.1.

2.4 The security constituted by or pursuant to this Debenture will remain in force and effect as a continuing security until discharged by the Lender.

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

Restrictions on Dealing

The Borrower shall not without the prior written consent of the Lender:

1. create or permit to subsist any mortgage charge or lien or other security interest on any of its assets;
2. sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
3. part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person;
4. pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings (other than as specifically agreed with the landlord of such buildings) or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same;
5. deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring.

Further Assurance

The Borrower shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrower's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing the security intended to be provided under the Debenture to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Debenture.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05904675

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th NOVEMBER 2006 AND CREATED BY TOTHILL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BROADGATE DEVELOPMENTS NO.2 LIMITED 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 14th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2006.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —