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COMPANIES FORM No. 395

620127/26

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)

CO For official use

Company number

[] [] [] [] [] [] [] []

5924981

Name of company

* LXB PROPERTIES (NORTHAMPTON III) LIMITED (the Company)

Date of creation of the charge

16 November 2006

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

22 Guarantee and Debenture (the **Guarantee and Debenture**) made between the Company and The Royal Bank of Scotland plc as security trustee for the Finance Parties (the **Security Trustee**)

Amount secured by the mortgage or charge

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

+10

Please return
via

CH London Counter

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

The Royal Bank of Scotland plc
280 Bishopsgate
London (as Security Trustee)

Postcode EC2M 4RB

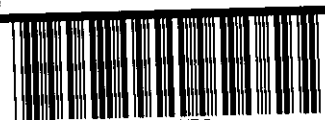
Presentor's name address and
reference (if any):
Denton Wilde Sapte LLP
One Fleet Place
London
EC4M 7WS

LHD 70102.00199

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD4
COMPANIES HOUSE

309
23/11/2006

As a continuing security to secure the payment and discharge of the Secured Liabilities the Company:

(a) charges by way of legal mortgage its interest in the property known as UGC Cinema, 5 Walter Tull Way, Sixfields, Northampton NN5 5QT registered at the Land Registry with freehold title absolute under title number NN 245979;

(b) charges by way of fixed charge any right, title or interest which the Company has or may subsequently acquire in or to any other Land (as defined in the Facility Agreement referred to below) other than any heritable or leasehold property belonging to the Company and situated in Scotland;

(c) mortgages (if or to the extent that the Guarantee and Debenture does not take effect as a mortgage) charges by way of first fixed charge all investments (as defined in the Guarantee and Debenture);

(d) charges by way of fixed charge all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations (as defined below), agreements and warranties.

Please do not write in this margin

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

401+95

Particulars as to commission allowance or discount (note 3)

N/A

Signed Doctor Wilde & Co LLP

Date 21 November 2006

On behalf of XXXXXXXX [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

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

(e) charges by way of fixed charge all Book Debts (as defined in the Facility Agreement) and all benefits, rights and Security (as defined below) held in respect of, or to secure the payment of, the Book Debts;

(f) charges by way of fixed charge all amounts standing to the credit of any account (including without limitation any Account, as defined in the Facility Agreement) in its name or to which it is beneficially entitled;

(g) charges by way of fixed charge all Intellectual Property Rights (as defined in the Guarantee and Debenture);

(h) charges by way of fixed charge its goodwill;

(i) charges by way of fixed charge its uncalled capital;

(j) charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset;

(k) assigns absolutely all its rights and interests in and under:

- (i) the Assigned Agreements (as defined in the Guarantee and Debenture)
- (ii) all Rental Income (as defined in the Facility Agreement);
- (iii) all payments, repayments and refunds of VAT due or owing by Her Majesty's Revenue and Customs;

(l) assigns absolutely all its rights and interests in the Collateral Warranties (as defined in the Facility Agreement);

(m) assigns absolutely all its rights and interests under all contracts and policies of insurance;

(n) charges 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 under the Guarantee and Debenture;

(o) charges 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 the Guarantee and Debenture, 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 the charging provisions in the Guarantee and Debenture or otherwise.

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

The Company covenants not to create or permit to subsist any Security over any Security Asset except for Permitted Security (as defined in the Facility Agreement).

Authorisation means an authorisation, consent (including an Environmental Consent, as defined in the Facility Agreement), approval, resolution, licence, exemption, filing, notarisation or registration.

Facility Agreement means the facility agreement dated 28 June 2005 (as amended, varied and restated from time to time) and made between, among others, LXB Borrower Limited and LXB Smallco Borrower Limited as Companies and Guarantors, the Lenders and the Security Trustee.

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

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

Finance Party means a Bank Finance Party or a Hedging Counterparty (each as defined in the Facility Agreement).

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 assets of the Company which are the subject of any Security created or to be created by the Guarantee and Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05924981

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 16th NOVEMBER 2006 AND CREATED BY LXB PROPERTIES (NORTHAMPTON III) 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 23rd NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —