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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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.

395

208487/26

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

06125309

Name of company

* Rainham Property Investments Limited ("the Chargor")

Date of creation of the charge

11 April 2008

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

Debenture made between (1) the Chargor and (2) The Governor and Company of
the Bank of Ireland ("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Beneficiaries under or
in connection with the Finance Documents whether owned jointly or severally, as
principal or surety or in any other capacity ("Secured Liabilities").

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

The Governor and Company of the Bank of Ireland, 36 Queen Street, London

Postcode EC4R 1HJ

Presenter's name address and
reference (if any)

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL
OONJ/061510.010057

bir_corp 1215922

Time critical reference

For official Use (02/06)
Mortgage Section

Post room



PGAJ3001

PMO

17/4/08
COMPANIES HOUSE

494

1. By way of fixed security the Chargor (with full title guarantee):
 - 1 2 charges to the Bank by way of equitable mortgage its interest in any freehold or leasehold property acquired after the date of this deed,
 - 1 3 assigns to the Bank its interest in any present or future licences relating to the occupation of freehold or leasehold property;
 - 1 4 assigns to the Bank any present and future insurances in respect of any Charged Property and the proceeds of such insurances,
 - 1 5 charges to the Bank by way of fixed charge its interest in:
 - 1 5.1 all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property (if any);
- continued.....

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*Please complete
legibly, preferably
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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 14 April 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † The Governor and Company of the Bank of Ireland

*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**

Name of company

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Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

1 5 2 all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by it;

1.5.3 the Shares and any Investment;

1 5 4 its present and future goodwill and uncalled capital;

1.5.5 any Intellectual Property,

1.5.6 any money now or at any time after the date of this deed standing to the credit of any Designated Account and the Rent Account,

1.5.7 any money now or at any time after the date of this deed standing to the credit of any other present and future account of it with a bank or financial institution; and

1 5 8 any sum now or at any time after the date of this deed received by the Chargor as a result of any order of the court under section 213, 214, 238, 239 or 244 of the Insolvency Act 1986,

1.6 assigns to the Bank its interest in any Hedging Document;

1.7 charges its interest in the Debts to the Bank by way of fixed charge,

2 By way of floating security, the Chargor charges to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security pursuant to clause 3 1 of the Debenture.

3 Except as permitted in the Loan Agreement, the Chargor shall not except with the prior written consent of the Bank:

3 1 sell, transfer, lease or otherwise dispose or purport to agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged,

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charged or assigned by the Chargor under clause 3 of the Debenture;

3 2 create or allow to arise or remain outstanding any Encumbrance over any Charged Property charged by the Chargor under the Debenture, or

3 3 fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold or the long leasehold of which is not owned by the Chargor.

DEFINITIONS:

"Beneficiaries" means the Bank and any Hedge Counterparty;

"Charged Property" means all assets mortgaged, charged or assigned by the Debenture;

"Debts" means all present and future book and other debts and rights to money and income (other than rent) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank,

"Deposit Account" means the interest bearing accounts in the name of the Chargor, into which the sum of £350,000 shall have been deposited by Countywide Developments Limited (company number 02865543);

"Designated Account" means the Deposit Account and (if any) any other account of:

- (a) the Chargor with the Bank, or
- (b) the Chargor with any other bank which has been notified of the Bank's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Bank;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any title, transfer and retention arrangement) having or intended to have a similar effect;

"Finance Documents" means:

- (a) the Loan Agreement,
- (b) any document designated as such in writing by both the Bank and the Chargor,
- (c) each Notice of Drawing;
- (d) any Hedging Document,
- (e) the Security Documents; and
- (f) the Subordination Deed,

"Hedge Counterparty" means the counterparty to or under any Hedging Document;

"Hedging Document" means any document(s) or agreement(s) to which the Chargor is a party entered into for the purpose of implementing or giving effect to the agreed hedging strategy as required by the conditions subsequent of the Loan Agreement;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information 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;

"Investment" means any present and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;

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(c) warrant or other right to acquire any such investment;
owned by the Chargor and any income, offer, right or benefit in respect of any such investment;

"Loan Agreement" means the loan agreement dated 11 April 2008 made between (1) the Chargor and
(2) the Bank;

"Notice of Drawing" means a notice substantially in the form set out in schedule 3 of the Loan
Agreement,

" Property Manager" means such property manager as may be appointed from time to time by the
Chargor,

"Rent Account" means any interest bearing account maintained by the Chargor in accordance with
clause 9.1.1 of the Loan Agreement and includes any replacement account or sub-division or sub-
account of that amount;

"Security Documents" means the documents referred to in clause 8.1 of the Loan Agreement and any
other document entered into by the Chargor which grants security rights or rights by way of guarantee
in respect of the liabilities of the Chargor to the Bank under the Loan Agreement;

"Shares" means all the shares held by the Chargor in the share capital of any Property Manager;

"Subordination Deed" means any deed of subordination to be granted to the Bank as referred to in
clause 8.1.4 of the Loan Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6125309
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 APRIL 2008
AND CREATED BY RAINHAM PROPERTY INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE BENEFICIARIES 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 17 APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2008



Companies House
— for the record —

Rev



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**