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CHFP004

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

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

925279

Name of company

* N M Rothschild & Sons Limited (the "Company")

Date of creation of the charge

26 August 2005

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

Deed of Assignment

Amount secured by the mortgage or charge

In acknowledgment of the discharge by Revival Holdings Limited ("Revival Holdings") of all indebtedness, moneys, obligations and liabilities whatsoever from time to time due, owing or incurred by Revival Properties Limited (in Members Voluntary Liquidation) ("Revival Properties") and Revival Holdings to the Company on any account whatsoever, whether incurred present, future, actually or contingently and whether alone or jointly with any other person and whether as principal or surety and whether incurred on any current or other account, directly to the Company or whether the Company is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled and in whatever currency such money, obligations and liabilities may be denominated, together with all costs, charges and expenses and any VAT thereon incurred by the Company in connection therewith;

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh

Postcode

EH2 2YB

Presentor's name and address and
reference (if any):

Our Ref: CES/71376.07207

Pinsent Masons

1 Park Row

Leeds

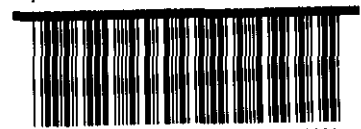
LS1 5AB

Doc No. 20373090

Time critical reference

For official Use
Mortgage Section

Post room



A24 A3IVX808 0290
COMPANIES HOUSE 03/09/05

Short particulars of all the property mortgaged or charged

The Company with full title guarantee assigns absolutely all right, title, benefit and interest in, to and under the Collateral Warranties (defined below).

"Collateral Warranties" means the Construction Contractor Warranties, the Structural Engineer's Warranties, the M&E Engineer's Warranties, the Planning Supervisor's Warranties, the Geotechnical Engineer's Warranties, the Roof Trusses Contractor Warranties, the Guiseley M&E Services Installation Contractor Warranty, the Meanwood M&E Services Installation Contractor Warranty, the Concrete Plank Floors Contractor Warranties and the Ground Improvement Contractor Warranty;

"Construction Contractor" means Miller Construction Limited, Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

"Construction Contractor Guarantor" means Miller Group Limited, Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

"Construction Contractor Warranties" means the two warranties provided by the Construction Contractor to the Company pursuant to agreements between the Construction Contractor, the Construction Contractor Guarantor, Revival Properties and the Company in respect of the Properties dated 28 April 1997;

"Concrete Plank Floors Contractor" means Bison Concrete Products Limited, Thorney Lane, Iver, Buckinghamshire, SL0 9HQ;

"Concrete Plank Floors Contractor Warranties" means the two warranties provided by the Concrete Plank Floors Contractor to the Company pursuant to agreements between the Concrete Plank Floors Contractor, the Construction Contractor and the Company in respect of the Properties dated 17 February 2000;

"Geotechnical Engineer" means Michael D Joyce t/a Michael D Joyce Associates, Charnock Court, 6 South Parade, Wakefield, WF1 1LR;

(continued on Continuation Sheet)

Particulars as to commission allowance or discount (note 3)

For The Royal Bank of Scotland plc

Signed Puissent Marani

Date 31 August 2005

On behalf of mortgagee/chargee†

Please do not write in this margin

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

T495 80x

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

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 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, DX: 33050 Cardiff

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation Sheet No
to Form No 395 and 410 (Scot)

Company number

925279

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

Name of Company

N M Rothschild & Sons

*delete if
inappropriate

Limited*

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding 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*

"Geotechnical Engineer's Warranties" means the two warranties provided by the Geotechnical Engineer to the Company pursuant to agreements dated 16th July 1997 between the Geotechnical Engineer, the Construction Contractor and the Company in respect of the Properties;

"Ground Improvement Contractor" means Fairhills Foundations Limited, formerly known as Bauer Foundations Limited (in liquidation), 4 Dancastle Court, 14 Arcadia Avenue, London, N3 2HS;

"Ground Improvement Contractor Warranty" means the warranty provided by the Ground Improvement Contractor to the Company pursuant to the agreement between the Ground Improvement Contractor, the Construction Contractor and the Company in respect of the Guiseley Property dated 17 February 2000;

"Guiseley Property" means the freehold land at Queensway, Guiseley, Leeds, West Yorkshire, title to which is registered at the Land Registry with Title Absolute in the name of Revival Holdings under Title No. WYK612366;

"Guiseley M&E Services Installation Contractor" means Bartram Walker Limited (formerly known as Bartram Electrical Contractors Limited), Esh House, Bowburn North Industrial Estate, Bowburn, Durham, DH6;

"Guiseley M&E Services Installation Warranty" means the warranty provided by the Guiseley M&E Services Installation Contractor to the Company pursuant to the agreement between the Guiseley M&E Services Installation Contractor, the Construction Contractor and the Company in respect of the Guiseley Property dated 17 February 2000;

"M&E Engineer" means Northfield Environmental Consultants Limited, The Gatehouse, Cockpit Lane, Pontefract, WF8 1HH;

"M&E Engineer's Warranties" means the two warranties provided by the M&E Engineer to the Company pursuant to agreements dated 28th April 1997 between the M&E Engineer, the Construction Contractor and the Company in respect of the Properties;

"Meanwood M&E Services Installation Contractor" means SIAS Limited (now known as SIAS Building Services Limited), Unit 4, Knowle Spring Industrial Estate, South Street, Keighley, West Yorkshire, BD21 1 AQ;

"Meanwood M&E Services Installation Contractor Warranties" means the warranty provided by the Meanwood M&E Services Installation Contractor to the Company pursuant to the agreement between the Meanwood M&E Services Installation Contractor, the Construction Contractor and the Company in respect of the Meanwood Property dated 17 February 2000;

"Meanwood Property" means the freehold land at Monkbridge Road, Meanwood, Leeds, West Yorkshire, title to which is registered at the Land Registry with Title Absolute in the name of Revival Holdings under Title No. WYK613828;

"Planning Supervisor" means NNN Limited t/a Northcroft, One Horse Guards Avenue, London, SW1A 2HU;

"Planning Supervisor's Warranties" means the two warranties provided by the Planning Supervisor to the Company pursuant to agreements dated 28th April 1997 between the Planning Supervisor, Revival Properties and the Company in respect of the Properties;

"Properties" means the Guiseley Property and the Meanwood Property;

"Roof Trusses Contractor" means H Y Arnold (Castleford) Limited, 83/85 Shambles Street, Barnsley, South Yorkshire, S70 2SB;

"Roof Trusses Contractor Warranties" means the two warranties provided by the Roof Trusses Contractor to the Company pursuant to agreements between the Roof Trusses Contractor, the Construction Contractor and the Company in respect of the Properties dated 17 February 2000;

"Structural Engineer" means Robinson Consulting Engineers Limited (formerly J Robinson & Son (Consulting Engineers) Limited) (Company number 01790622) of 1 Merchant's Quay, Ashley Lane, Shipley, West Yorkshire, BD17 7DB; and

"Structural Engineer's Warranties" means the two warranties provided by the Structural Engineer to the Company pursuant to agreements dated 28th April 1997 between the Structural Engineer, the Construction Contractor and the Company in respect of the Properties.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00925279

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 26th AUGUST 2005 AND CREATED BY N. M. ROTHSCHILD & SONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM REVIVAL PROPERTIES LIMITED (IN MEMBERS VOLUNTARY LIQUIDATION) AND REVIVAL HOLDINGS LIMITED TO THE COMPANY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th SEPTEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Handwritten signature



Companies House

— for the record —